

reimburse the party paying such premium the amount of such extra premium. If at the written request of on party, this release and non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in the Paragraph shall be deemed to modify or otherwise effect release elsewhere herein contained of either party for claims.

11. INDEMNIFICATION. Tenant hereby agrees to indemnify and hold Landlord Harmless from and against any and all claims for injury to persons or damage to property in or about the Leased premises arising in any way from the use or condition of the Leased premises, and against any costs or damages which Landlord may incur by reason of the assertion of any such claims, etc., designated by such terms under any laws ordinances or regulations, whether federal state or local. Tenant further agrees to (a) hold harmless and (b) indemnify Landlord from and against any and all claims, loss, injury, harm, costs, damages and expenses, including reasonable attorney's fees, which may arise in the event that tenant fails to comply with any of the provisions contained in this paragraph. The terms of the paragraph shall expressly survive the expiration or earlier termination of this lease

(b) Tenant hereby agrees not to handle, store or dispose of any hazardous or toxic Waste or substance upon the premises which is prohibited by federal, state or local statutes, ordinances, or regulations. Tenant hereby covenants to indemnify and hold Landlord, its successors and assigns, harmless from any loss, damage, claims, costs, liabilities including reasonable attorneys fees or cleanup costs arising out of Tenant's use, handling, storage or disposal of any such hazardous or toxic wastes or substances on the premises.

12. ASSIGNMENT AND SUBLETTING. Tenants shall not assign this lease or sublet the leased premises or any part thereof, except with written permission from Landlord. Such permission shall not be unreasonably withheld.

13. DAMAGE OR DESTRUCTION BY FIRE, EMINENT DOMAIN OR CASUALTY.

In the event that the Leased Premises or any part thereof shall be taken by eminent domain or shall be so damaged or destroyed by fire or unavoidable casualty, that the Leased Premises are thereby rendered wholly untenable the lease shall be terminated.

14. TENANTS'S PROPERTY. All merchandise, furniture, fixtures, effects and Property of every kind, nature, or description of Tenant and of all persons claiming through or under Tenant which may be on the Leased premises during the term or any occupancy by Tenant thereof, shall be at the sole risk and hazard of Tenant and if the whole or any part thereof shall be destroyed or damaged by fire, Water or otherwise, or by the leakage or bursting of water pipes, steam pipes or other pipes and roof leakage or from any other cause, no part of said loss or damage is to be born by Landlord.