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- If the whole or any substantial part of the demised premises shall be taken or condemned by any competent authority for any public use of purpose, to the extent that the Lessee shall not be able to continue to operate its business on the demised premises, the term of this lease shall end upon, and not before, the date when the possession of the part so taken shall be required to be surrendered for such use or purpose, and without apportionment of the award to Lessee. Current rent shall thereupon be apportioned as of the date of such termination. If only an insubstantial part of such premises shall be taken or condemned, so that Lessee is able to continue to operate its business on the demised premises, this lease shall continue in full force and effect, and the rental due hereunder shall abate proportionately to the extent that Lessee is deprived of usable area, and as of the date of such deprivation. Lessee shall not be entitled to any part of any arard for the value of its leasehold or otherwise, except that Lessee shall be entitled to claim directly against the condemnor for any claim it may have for the value of its fixtures and other personal property, and for moving expenses.
- 5. Taxes and Other Charges Lessee will pay, in addition to the rent above specified, the general real estate taxes levied or charged against the land and building comprising the demised premises during the term hereof, Lessee shall obtain the bills therefor and promptly pay the same before they are in default, filing such protests or objections, or taking such other steps to contest the same or any part thereof, as it may, acting in good faith, consider advisable. Lessor agrees to cooperate in the filing of any such protests or objections. In the event Lessee fails to pay said taxes, when due, Lessor may pay the same, together with interest,