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Lessee shall, at its expense, have the right to contest in its name or that of the Lessor any increase in ad valorum taxes and assessments on the demised premises during the term of this lesse agreement and Lessor shall cooperate with Lessee in any such endeavor.

- 8. The covenants and agreements herein contained shall be binding upon and inured to the benefit of the parties hereto and their respective successors and assigns.
- 9. In the event the whole of the leased premises (or such a substantial part thereof that they are rendered unsuitable for Lessee's business) shall be taken by any public authority under the power of Eminent Domain or like power, this Lease shall terminate as of the date possession thereof shall be required to be delivered to the appropriate authority. In the event of only a partial taking under such power, which does not materially render the leased premises unsuitable for Lessee's business, this Lease shall not terminate, but there shall be an equitable abatement of the rent proportionate to the part of the leased premises taken under such power. In the event of any total or partial taking under such power, either Lessor or Lessee shall be privileged to pursue any action or remedy with reference thereto and shall be respectively entitled to such awards of damages as may be allowed and as their interests may appear. In the event, however, that a single award shall be made for the benefit of both Lessor and Lessee, said award shall be divided between Lessor and Lessee in proportion to the value of their respective interests.
- 10. In the event Lessee shall, at any time during the life of this lease, fail to make full and proper payments of the stipulated monthly rental installment and shall not pay the same within ten days after written notice of default by Lessor addressed to the Lessee's address referenced herein, or in the event Lessee shall become voluntarily or involuntarily solvent, bankrupt, or subject to receivership or debtor proceedings under any statute, or agreement,  $\alpha$  shall vacate or abandon, or attempt to vacate or abandon the premises, or permit the attachment or levy upon the premises of the machines or appliances or personal property situate thereon, the Lessor may, at his sole option, declare this lease terminated and declare the balance of the term rental accrued payable. Lessor may re-enter the premises without necessity of a Court Order or being liable to anyone