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- own cost and expense may insure the building and improvements on the leased premises against loss or damage by fire and other casualties in such amounts as the Lessee may determine to be necessary and advisable for its own purposes and protection hereunder. The Lessor shall not be required at any time during the term of this Lease to obtain any fire, casualty or other insurance with respect to the leased premises.
- 15. Denial of Subrogation Rights. Neither the Lessor nor the Lessee shall be liable to the other for any business interruption nor any loss or damage to property or injury to or death of persons occurring on the leased premises or the adjoining property, or in any manner growing out of or connected with the Lessee's use and occupation of the leased premises, or the condition thereof, or of the adjoining property, whether or not caused by the negligence or other fault of the Lessor or the Lessee or of their respective agents, employees, sublessees, licensees or assignees. This release shall apply only to the extent that such business interruption, loss or damage to property, or injury to or death of persons is covered by insurance, regardless of whether such insurance is payable to or protects the Lessor or the tenant or both. Nothing in this paragraph shall be construed to impose any other or greater liability upon either the Lessor or the Lessee than would have existed in the absence of this paragraph. This release shall be in effect only so long as the applicable insurance policies contain a clause to the effect that this release shall not affect the right of the insured to recover under such policies. Such clauses shall be obtained by the parties whenever possible.

## 16. Condemnation.

(a) If the whole or the leased premises shall be taken for any public or any quasi-public use under any statute or by right of eminent domain, or by private purchase pursuant to but in lieu of such taking by right of eminent domain, then this Lease shall automatically terminate as of the date that title shall be taken.

If any part of the leased premises shall be so taken