Service Service

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by Lessee unless Lessor and Trustee are included thereon as named insureds, with loss payable as in this Lease provided. Lessee shall immediately notify Lessor whenever any such separate insurance is obtained and shall deliver to Lessor the policies or certificates evidencing the same.

- 15. Condemnation. (a) Subject to the rights of Lessee hereinafter set forth in this paragraph 15, Lessee hereby irrevocably assigns to Lessor any award or payment to which Lessee may be or become entitled by reason of any taking of the Leased Premises or any part thereof, in or by condemnation or other eminent domain proceedings pursuant to any law, general or special, or by reason of the temporary requisition of the use of occupancy of the Leased Premises or any part thereof, by any governmental authority, civil or military, whether the same shall be paid or payable in respect of Lessee's leasehold interest hereunder or otherwise. Lessor shall be entitled to participate in any such proceedings at Lessee's expense. Lessee agrees that this Lease shall control the rights of Lessor and Lessee in any such award, and any contrary provision of any present or future law is hereby waived.
- (b) If (i) the entire Leased Premises shall be taken in or by condemnation or other eminent domain proceedings pursuant to any law, general or special, or (ii) any substantial portion of the Leased Premises which is sufficient to render the remaining portion thereof uneconomic for Lessee's continued use and occupancy in Lessee's business, as determined and certified by the Board of Directors of Lessee, shall be taken in or by such proceedings, then Lessee may, not later than 30 days after any such taking, give notice to Lessor of its intention to terminate this Lease on the next Basic Rent Payment Date which occurs not less than 90 days after the delivery of such notice. As part of such notice of termination Lessee shall make an irrevocable offer to purchase the remaining portion of the Leased Premises (or, in the case of the taking of the entire Leased Premises, the award payable in connection with such taking or the right to receive the same (or the balance thereof) when made, if full payment thereof has not yet been made) on such termination date, at a price determined in accordance with Schedule 3 hereto, and if less than the entire Leased Premises shall have been taken, deliver to Lessor a certificate of Lessee, signed by the President or any Vice President thereof, stating that in the