

such assignment or sub-leasing, Tenant and guarantor shall continue to remain liable and responsible for the payment of rentals and the performance of all other terms, covenants and conditions of this lease.

15. If the whole or any part of the demised premises shall be taken for any public or quasi-public use, under any statute or by right of eminent domain, or private purchase in lieu thereof, then the term of this lease shall cease on the part so taken from the date of such taking. In the event of a partial taking which would not justify a termination of this lease as hereinafter provided, the rent reserved hereunder shall be reduced in an equitable manner in relation to the portion of the demised premises so taken. If the portion of the demised premises so taken is such as to destroy the usefulness of the demised premises for the purpose for which the demised premises were leased, then Tenant shall be entitled to terminate this lease, at its option, within two (2) months after service of process on Tenant in such condemnation suit, and any unearned rent or other charges paid in advance shall be refunded to Tenant. All damages awarded for such taking shall be the sole property of Landlord, provided, however, any damages awarded directly and solely to Tenant for business interruption or moving expense shall belong to Tenant.

16. It is mutually agreed that in the event either

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