

dition as existed prior to such condemnation, and said amount shall be applied by LESSEE to the payment of the rents stipulated hereunder.

(B) As to the real estate and other property held by LESSEE under leases assigned to and assumed by LESSEE:

LESSEE shall be entitled to receive the award in the condemnation proceedings to the extent that it is paid as compensation of LESSEE'S and LESSOR'S interest, subject to the following:

1. If the title to the fee of the entire parcel is taken, or if only a portion is taken and LESSEE does not elect to continue its operations in the portion not taken, and if the LESSEE fails to exercise the option to purchase herein granted, LESSEE shall retain said amount of the full net award of the compensation paid LESSEE for its interests and shall apply same to the payment of the rents stipulated hereunder, provided, however, that provisions of the primary lease under which the particular parcel is held shall be controlling in case of conflict with the terms hereof.

2. If title to the fee of less than the entire parcel is taken or condemned, and if, notwithstanding such taking or condemnation, it shall be practicable, in LESSEE'S judgment, for the LESSEE to continue its operations in the remaining portion of said premises, this lease shall remain in full force and effect; in which event, the LESSEE shall restore the remaining portion of the leased premises, as nearly as possible under the circumstances, and in accordance with the plans and specifications of the LESSEE, to the same character and value of said premises as they existed immediately prior to such taking or condemnation and, to the extent of the net award received and retained by the LESSEE in such condemnation proceedings, provided, however, if the LESSEE should fail to exercise the purchase options herein granted, the LESSEE shall retain the full net award of such condemnation less any amounts expended by the LESSEE in restoring the leased premises to the same condition as existed prior to such condemnation; and said amount shall be applied by LESSEE to the payment of the rents stipulated hereunder.

The "net award" received and retained by LESSEE in any condemnation proceeding shall mean the net amount actually received and retained by LESSEE in such proceeding after deducting all expenses, including attorneys fees, incurred by LESSEE in or as a result of such proceeding.