

to the Lessee as good a title as it received to the same by a good and sufficient deed without warranty, in which the Lessor shall covenant only that it has not done or suffered anything whereby the property so conveyed shall have been encumbered, except as to liens and encumbrances released and discharged prior to or concurrently with such conveyance. The Lessee will take title to the demised premises (or such portion thereof, as the case may be) subject (i) to any liens, encumbrances and defects not caused or created by the Lessor (including, without limitation, any arising from default of the Lessee hereunder), (ii) to taxes and assessments, general and special, (iii) to zoning rules and restrictions, regulations and ordinances and (iv) to any then existing violations of building codes, fire laws and other laws and regulations. Upon payment of the purchase price of the demised premises (or such portion thereof, as the case may be) as provided in § 5.1, § 5.3 or § 6.1 and in this § 6.2, this Lease shall terminate with respect thereto, and the Lessee shall be entitled to and shall receive the proceeds of any insurance or condemnation awards, whether payable to the Lessor and/or the Lessee, relating thereto. The closing of title shall take place at such time and place as the Lessor shall designate, allowing the Lessee a reasonable time for any examination of title. The Lessee shall pay all charges incident to the conveyance, including recording fees, title insurance premiums, cost of Federal Internal Revenue documentary stamps and any other applicable Federal, state or local taxes upon the transfer. Upon the purchase by the Lessee of less than all of the demised premises pursuant to this § 6.2 and upon compliance by the Lessee with all of the applicable provisions of this § 6.2, the rent shall be reduced thereafter by the aggregate amount of the quarterly rental or rentals set forth in Schedule B opposite the tract or tracts so purchased by the Lessee.

§ 6.3. *Substitution of Buildings.* So long as no Event of Default shall have happened and be continuing, the Lessee may, upon a sixty (60) days written notice to the Lessor, terminate the Lease with respect to one or more buildings constituting a part of the demised premises by conveying to the Lessor and leasing from the Lessor another building or buildings (herein called "substituted buildings") of equal or greater value. Upon receipt by the Lessor of (i) a conveyance of the substituted buildings, (ii) a supplement to the Lease whereby the Lessor leases the substituted buildings to the Lessee upon the

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