

repairing the Leased Premises as provided in this Lease, Lessee may give notice to Lessor, within 30 days after the occurrence of such damage or destruction, of Lessee's 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; provided, however, that such notice shall be accompanied by a certificate of Lessee, signed by the President or any Vice President thereof, stating that in the judgment of Lessee the Leased Premises are uneconomic for Lessee's continued use and occupancy in Lessee's business by reason of such damage or destruction; and provided, further, however, that as a part of said notice Lessee shall give its irrevocable offer to purchase the Leased Premises on such termination date at a price determined in accordance with Schedule 3 hereto. Lessor shall be conclusively presumed to have accepted such offer to purchase and, if Lessee shall not be in default under this Lease on such termination date Lessor shall cause the Leased Premises to be transferred and conveyed on such date, upon the terms and provisions set forth in paragraph 19, and Lessor shall assign and cause to be assigned to Lessee or its designee all right, title and interest of Lessor in and to be the Net Insurance Proceeds, as hereinafter defined (whether or not such Proceeds or any part thereof shall have been received by Lessor), against payment by Lessee of the purchase price therefor, together with all instalments of Basic Rent and all other sums then due and payable under this Lease to and including such termination date; and this Lease shall terminate on such date, except with respect to obligations and liabilities of Lessor and Lessee under this Lease, actual or contingent, which have arisen or prior to such date. In the event of the termination of this Lease pursuant to this paragraph 16(b), Lessee or its designee shall be entitled to the Net Insurance Proceeds. The term Net Insurance Proceeds as used in this paragraph 16 shall mean the entire proceeds payable in connection with any casualty referred to in this paragraph 16 less any expenses incurred in collecting such proceeds.

17. Uneconomic Leased Premises. So long as Lessee is not in default under this Lease, if the Leased Premises shall have become uneconomic for Lessee's continued use and occupancy in Lessee's business, as determined and certified by the Board of Directors of Lessee, and if Lessee has determined to discontinue such use and occupancy of the Leased Premises, or if Lessee has on or before such date of delivery already discontinued such use and occupancy, then Lessee may give notice to Lessor of its intention to terminate this Lease

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