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right, without liability to the Lessor, to remove any such building, or part thereof, (whether the same be the initial building or buildings herein mentioned or a replacement thereof) from the leased premises and shall not be required to replace or restore the same; whether said removal is occasioned by the voluntary act or acts of the Lessee or is the result of fire or other casualty; provided, however, that if on March 1, 2042, any such building or a replacement thereof is still standing upon the premises hereby leased, the Lessee may not during the remainder of the term hereof, voluntarily remove the same without replacing it with a building at least equal to the then value of the building so removed, but this provision shall not be interpreted to require the Lessee to replace or restore said building or a replacement thereof if the same is destroyed or substantially destroyed by fire or other casualty at any time after March 1, 2042.

12. LEASE NOT TERMINATED BY CASUALTY: Damage to or destruction of the buildings or improvements now or hereafter upon the leased premises by fire or other casualty shall not terminate this lease, any law to the contrary notwithstanding.

13. DISPOSITION OF BUILDINGS ON TERMINATION: Upon the termination of this lease, whether by expiration of the term hereof or otherwise as herein provided, all improvements which may then be situated on the leased premises shall become the property of the Lessor.

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M.T.N.

14. WAIVER OF BREACH: Except as herein provided, no waiver of a breach of any of the covenants of this lease shall be construed to be a waiver of any succeeding breach of the

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