

retained by the Lessee. If the Lessor so elects, the plans and specifications for such rebuilding and repair shall be submitted to and approved by the Lessor, but such approval shall not be unreasonably withheld.

As used in this Lease, the term "major part" of any building or structure means that part of such building or structure whose damage, destruction or taking would render the remainder of such building or structure, in the judgment of the Lessee, no longer economically useful to the Lessee in the conduct of its business.

In the event the Lessee does not desire to rebuild or repair the said structure, as hereinabove in this § 5.1 provided, it shall, within sixty (60) days after such damage or taking, give written notice to the Lessor of its intention to terminate this Lease in respect of such structure and the appurtenant real property on the sixtieth day from the date of said notice and of its irrevocable offer to purchase such structure and the appurtenant real property at that time from the Lessor at a price equal to the applicable purchase price set forth in Schedules B and C hereto applicable at the time of the closing of title in the manner and on the terms provided in § 6.1 and § 6.2.

§ 5.2. *Partial Destruction.* If during the Term of this Lease fire or the elements or other casualty should damage the demised premises but should not damage or destroy a major part of any building constituting a part of the demised premises or if part of the demised premises should be taken under the power of eminent domain by any governmental authority, person, firm or corporation but less than a major part of any building constituting a part of the demised premises should be taken, the Lessee shall repair and restore the demised premises to be of a value not less than the value thereof immediately preceding such damage or taking, and thereupon any insurance proceeds or awards, whether payable to the Lessor and/or to the Lessee, for such damage or taking shall be paid to and retained by the Lessee. In the case of any particular damage, taking or destruction for which the insurance proceeds or awards are less than \$10,000 the same shall be paid promptly upon receipt directly to the Lessee, and in such case the Lessee covenants that it will proceed forthwith to repair and restore the demised premises and promptly thereafter to deliver to the Company a certificate signed by an officer of the Lessee stating that such repairs and restoration have been completed.

(CONTINUED ON NEXT PAGE)