

§ 5.3. *Eminent Domain.* In the event of total taking, during the Term of this Lease, of one or more buildings constituting part of the demised premises under the power of eminent domain, the Lessee shall within sixty (60) days after such taking give notice of its intention to terminate this Lease in respect of such building on the sixtieth day from the date of said notice and of its irrevocable offer to purchase said building at that time from the Lessor at a price equal to the then applicable purchase price of such building or buildings set forth in Schedules B and C hereto in accordance with the applicable provisions of § 6.1 and § 6.2, and the Lessee shall be entitled to the entire condemnation award upon payment of said purchase price; provided, that such award, whether payable to the Lessor and/or the Lessee, shall be payable to Lessor and shall be retained by Lessor until Lessee shall have paid said purchase price and all accrued rent and other sums payable by the Lessee under this Lease.

§ 5.4. The Lessee hereby expressly waives any rights not set forth in § 5.1, § 5.2 and § 5.3 it might otherwise have under applicable law in the event of destruction or injury to the demised premises or any part thereof.

ARTICLE VI

PURCHASE OF DEMISED PREMISES; SUBSTITUTION OF BUILDINGS

§ 6.1. *Termination of Lease Upon Certain Offers to Purchase Demised Premises.* So long as no Event of Default shall have happened and be continuing, the Lessee may, by not less than one hundred eighty (180) days' notice in writing to the Lessor, determine, in the circumstances hereinafter set forth in this § 6.1, to terminate this Lease as to part or all (as hereinafter in this § 6.1 provided) of the demised premises on a specified rental date (or other date, if so provided) by making an irrevocable offer to purchase such part or all of the demised premises on such date in the manner set forth in § 6.2, at the then applicable purchase price thereof hereinafter in this § 6.1 provided. The Lessor shall be conclusively deemed to have accepted any such offer unless the Lessor shall reject the same by notice in writing given not less than ten (10) days prior to the specified termination date. Unless the Lessee shall default in the performance of its obligations under such offer, this Lease shall terminate on the designated termination date (except

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