

as to obligations arising prior to such termination date) in respect of that portion of the demised premises which is the subject of such offer.

(a) If at any time after March 1, 1972, in the opinion of the Lessee, evidenced by a resolution of its Board of Directors, any one or more buildings constituting a part of the demised premises shall be no longer economically useful to the Lessee in the conduct of its business, and the Lessee has determined by like resolution to discontinue the use thereof within a period of twelve months from the date of such resolution, the Lessee may purchase such building or buildings as aforesaid, at a price equal to the then applicable purchase price of such building or buildings set forth in Schedules B and C hereto, plus a premium equal to two per cent. (2%) of such purchase price so set forth.

The Lessee covenants that neither it nor any affiliate will use or occupy any building so purchased pursuant to this § 6.1(a).

The term "building", as used herein, means one of the buildings constituting part of the demised premises, and that portion of the land constituting part of the demised premises on which the same is situated, as shown in Schedule A hereto.

(b) If at any time after March 1, 1969, the Lessee shall desire to construct a building or other improvement on any unimproved portion of the demised premises at a cost of \$300,000 or more, the Lessor and Lessee will endeavor in good faith to negotiate an agreement under which the Lessor will construct the desired building or improvement at its own cost and expense and lease the same to the Lessee under a twenty-year lease providing for an appropriate rental at rates then current, and otherwise substantially similar in form and substance to this Lease. No such building or improvement shall be constructed which would in any manner impair the value of the remainder of the demised premises. If such an agreement cannot be so negotiated, the Lessee may offer to purchase from the Lessor that portion of the demised premises, together with related easements and rights of way, necessary to construct such building or improvement, at a price equal to the fair market value (as determined by an independent appraiser acceptable to the Lessor) at the time of the offer to purchase the same, plus a premium equal to two per cent. (2%) of such fair market value.

§ 6.2. *Conveyance of Demised Premises by Lessor.* In the event of any purchase by the Lessee of the demised premises or any portion thereof pursuant to any provision of this Lease, the Lessor will convey

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