

a. Notwithstanding anything in this Lease contained to the contrary, in the event that:

- (i) LESSEE permanently closes the business it conducts on the Leased Premises; or
- (ii) All or a substantial part of the improvements on the Leased Premises are finally required to be removed or reconstructed by any government authority; or
- (iii) The use of all or a substantial part of the Leased Premises is prohibited by law, ordinance or other governmental authority, or is prevented by final injunction without further right of appeal or is prevented by other local interference by any private person, firm, or corporation; or
- (iv) All or a substantial part of the improvements on the Leased Premises are destroyed by fire or other casualty;

and such closing, taking, requirement, prohibition, fire or other casualty results in rendering the Leased Premises uneconomical for use in the manner and for the purpose for which the Leased Premises were intended, then LESSEE, in addition to all the rights, provisions and options granted by this Lease, if not then in default hereunder, may at its option notify LESSOR within 30 days after receipt by LESSEE of notice of such closing, taking, requirement, prohibition, fire or other casualty that it elects to cancel and terminate this Lease and all its rights and obligations, if any, arising from the event which is the basis for such option to cancel, as of the last day of the second full calendar month following the date of LESSEE giving such notice to LESSOR, which day is herein referred to as the Date of Cancellation, provided that notice of cancellation shall be of no force and effect and LESSEE shall not be relieved of its obligations or liabilities hereunder, unless LESSEE shall deliver to LESSOR, contemporaneously with the delivery of such notice, an irrevocable written offer to purchase all of LESSOR's then right, title and interest in and to the Leased Premises (including LESSOR's right in and to any and all existing or prospective condemnation awards and any insurance proceeds arising as a result of such casualty), as of the Date of Cancellation, at the purchase price set forth on Exhibit A attached hereto.

b. If LESSOR fails to accept such offer to purchase on or before the Date of Cancellation all rights and obligations of the parties hereto shall cease as of the Date of Cancellation, provided that LESSEE shall vacate the Leased Premises on or before the Date of Cancellation and shall remove all of LESSEE's property therefrom, and further provided that such termination of this Lease shall not relieve LESSEE from its obligation to pay all rents and perform all other obligations up to the Date of Cancellation, nor from the obligation to repair or reimburse LESSOR for any physical damage to the Leased Premises resulting from LESSEE'S removal of its property therefrom. In the event LESSOR does not accept LESSEE's offer to purchase following a fire or other casualty, the entire proceeds of insurance which have arisen, or which may arise from such destruction or damage shall be the property of LESSOR, provided that the foregoing shall not apply to any amount for, or proceeds relating to, LESSEE's equipment and trade and other fixtures.