

granted, the option of terminating this Sublease if any of the events set forth in the following clauses shall have occurred:

(a) The Subleased Property shall have been damaged or destroyed (i) to such extent that the Subleased Property cannot be reasonably restored prior to the expiration of this Sublease to the condition thereof immediately preceding such damage or destruction, or (ii) to such extent that the cost of restoration thereof would exceed the Net Proceeds of insurance carried thereon pursuant to the requirements of Section 1 of Article VI hereof. (For purposes of this Article, "Net Proceeds", when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys' fees) incurred in the collection of such gross proceeds.)

(b) Title to, or the temporary use of, all or substantially all the Subleased Property, or such part thereof as shall materially interfere, in Sublessor's judgment, with the operation of the premises for the purpose for which it is designed, shall have been