

remaining part of the demised premises and assign to the Tenant the award to be paid as a result of such taking and also convey to the Tenant all of the Landlord's right, title and interest in and to so much of the demised premises as may have been appropriated or taken, and (b) the Tenant shall at the time of the delivery to it of the aforesaid conveyances and assignment pay to the Landlord by cash or by check the purchase price which shall be a sum equal to the aggregate of the monthly installments of rent becoming due during the term of this lease provided in Article 3 hereof which has not expired at the date of the delivery of the aforesaid conveyances and assignment after commuting each such installment at the rate of 5-1/4 % per annum from the stated due date to the date of such delivery, or

(II) continuing as Tenant in so much of the demised premises as may remain after such taking, in which event (a) the award to be paid as a result of the taking of part of the demised premises (excluding, however, Tenant's fixtures) shall be paid to the Landlord and (b) the Tenant as soon as reasonably practicable shall restore the building and improvements on the remaining part of the demised premises to a complete unit which in so far as practicable shall be like the building and improvements on the demised premises prior to such taking and (c) the Landlord shall pay to the Tenant the cost of such restoration of the said building and improvements to the extent of the amount of the award collected by the Landlord, such payments to be made as the work progresses upon presentation to the Landlord by the Tenant of certificates of Tenant's architect evidencing the cost of restoration paid or incurred by the Tenant and (d) the annual rent payable by the Tenant to the Landlord from and after the date of such taking shall be reduced by a sum equivalent to 6 % of the amount of the award paid to the Landlord which remains after deducting from the award the cost of restoration paid by the Landlord to the Tenant as aforesaid. Until the work of restoration is completed by the Tenant and the award paid to the Landlord, the Tenant shall continue to pay to the Landlord rent at the rate payable immediately prior to such taking and immediately after completion of such restoration by the Tenant and receipt of the award by the Landlord the Tenant shall be entitled to credit for any rent paid by the Tenant in excess of the amount properly payable in accordance with the provisions of this section. The Tenant shall in all cases be entitled to file and prove its claim for damage to or loss of its fixtures and to collect an award therefor.

The Landlord agrees to give the Tenant prompt written notice of any condemnation or taking of (and also of any proceeding to condemn or take) the demised premises or any part thereof, and if the entire demised premises are so condemned or taken, the Landlord shall in such notice set forth the time for closing which shall not be less than twenty (20) nor more than thirty (30) days after the giving of such notice and shall also in such notice set forth a place for closing in the City of New York. If the Tenant elects to purchase the demised premises and the award to be paid as a result of the condemnation or taking of a part of the demised premises, it shall within thirty (30) days after it is advised by the Landlord of such condemnation or taking exercise its option so to do by written notice given to the Landlord and shall in such

(Continued on next page)