

shall have the option of purchasing LESSOR's interest upon the same terms and provisions as contained in said bid. In the event LESSEE does not exercise its option of first refusal as herein granted, LESSOR for a period of ninety (90) days shall have the right to sell the leased premises to such prospective purchaser upon the terms quoted in said bid free and clear of LESSEE's option of first refusal to purchase, but subject to all of the other terms and provisions of this lease, and this option of first refusal to purchase shall continue in full force and effect with respect to any subsequent sales by LESSOR or LESSOR's grantee. Anything herein to the contrary notwithstanding, LESSOR and LESSEE agree that the failure of the LESSEE to exercise on one or more occasions the option of first refusal to purchase granted under this Article XIV shall not constitute a waiver of or otherwise adversely affect the option to purchase granted under Article XIII, but said option to purchase shall continue in full force and effect in accordance with its terms.

ARTICLE XV
Condemnation

If by reason of any condemnation, confiscation, requisition or other taking or sale of the possession, use, occupancy or title of the leased premises by or on account of any completed, pending or threatened eminent domain proceedings or other action by any governmental authority or other entity having the power of eminent domain, all or any part of the leased premises shall be taken or lost, then in any such event:

- (a) If (i) all or substantially all of the leased premises should have been taken or (ii) if a substantial portion of the leased premises is taken which is sufficient, in LESSEE's judgment, to render the remaining portion thereof unsuitable for LESSEE's continued use and occupancy for the purpose for which LESSEE has been utilizing the leased premises, then in either of such events this lease shall automatically terminate effective as of the date the LESSEE is deprived of actual possession of the leased premises and no further rental shall accrue or be due and payable hereunder. If appropriate under the law of the state in which the leased premises are located, separate awards shall be made to the LESSOR and the LESSEE as their interests may appear for the damages suffered by such taking; in the event separate awards are not appropriate, LESSOR and LESSEE shall share in the single award as their interests may appear.
- (b) If less than all or substantially all of the leased premises shall be taken and in LESSEE's judgment the portion taken is not sufficient to render the remaining portion unsuitable for LESSEE's continued use or occupancy, this lease shall continue in full force and effect and the rental shall continue in full force and effect unabated. In such event, the entire award or the consideration reserved for the portion of the leased premises taken shall be payable to the LESSOR; provided, however, in the event LESSEE subsequently exercises its option to purchase the leased premises, the purchase price provided herein shall be reduced by an amount equal to any award or other consideration paid to the LESSOR.
- (c) It is understood that the taking of 20% or less of the land area only would not be a substantial taking and consequently would not be a cause for terminating the lease provided that such taking would not unreasonably interfere with the usual and ordinary business operations of LESSEE on the leased premises.

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