

replacement and repair, upon delivery to Lessor of an Officer's Certificate certifying, in each case, the amount to be paid (which may represent amounts theretofore paid by Lessee in the effectuation of such repairs or replacements and not reimbursed hereunder or amounts due and payable by Lessee therefor, or both). Upon delivery to Lessor of an Officer's Certificate certifying to the completion of the repair or replacement of the Leased Property and the payment of the cost thereof in full, any balance of such proceeds and awards not required to be held or applied in accordance with the preceding sentence, shall be paid over to Lessee, except that if during the Basic Term the balance of an award or proceeds shall be \$5,000 or more, the same shall be retained by Lessor. In the event of a Taking of such character as not to require any repair or replacement of a Leased Property, and upon delivery to Lessor of an Officer's Certificate certifying that such partial Taking has not materially affected the condition or use of such Leased Property, any award for such Taking shall be paid over to Lessee, except that if during the Basic Term the amount of such award shall be \$5,000 or more, the same shall be retained by Lessor. In the event Lessor shall retain any such award or proceeds pursuant to the two next preceding sentences with respect to any Leased Property, the amount so retained shall be applied to the payment of the instalments of Basic Rent payable for such Leased Property during the remainder of the Term in pro rata reduction thereof and Lessor's Cost, as set forth in Schedule B hereto for such Leased Property, shall be reduced by an amount equal to the amount of such proceeds or award so retained. If an Event of Default shall have occurred

(CONTINUED ON NEXT PAGE)