

Lease results in the entire term of this Lease extending beyond fifty-five (55) years, the rental to be paid by Lessee hereunder shall be at the rate of \$34,750.00 per annum for each such year of said term beyond said fifty-five (55) years. Notice of the exercise of such renewal option shall be tendered by Tenant to Landlord simultaneously with notice of Tenant's election to repair, replace or rebuild such improvements. It is expressly agreed that the within renewal option is separate from and in addition to the renewal option as specified in Section 32 hereof, and that in the event of any renewal pursuant to the terms of this subparagraph (c) all other terms and conditions of the within lease shall continue in full force and effect for the term of such renewal period except the rental as hereinabove set forth. If damage or destruction to such improvements occurs within the last five (5) years of the initial term of this Lease or any extended term hereof, and Tenant elects not to repair and restore the damaged or destroyed improvements, any insurance proceeds received by Tenant and not applied to the indebtedness of Tenant to any mortgage shall, to the extent necessary, be used by Tenant to clear the demised premises from debris resulting from such damage or destruction.

SECTION 17. Eminent Domain: (a) If the whole of the Demised Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu thereof, then this lease shall automatically terminate as of the date that possession has been taken. In the event of a partial taking (or purchase) of the Demised Premises pursuant to which more than fifteen (15%) per cent of the Demised Premises are so taken (or so purchased) or if as a result of a taking (or purchase) of any part of the Demised Premises one or more subleases covering more than fifteen (15%) per cent of the aggregate ground floor area in the buildings on the Demised Premises shall be terminated automatically or by the subtenant thereunder, then Tenant shall have the right, but not the obligation, to terminate this lease by giving written notice of such termination to Landlord on or prior to the date thirty (30) days after the date of such taking (or purchase), and upon the giving of such notice of termination the term of this lease shall expire and come to an end on the last day of the calendar month in which such notice shall be given, with the same force and effect as if said day had been originally fixed herein as the expiration date of the term of this lease. In the event the lease shall terminate or shall be terminated, the rental shall, if and when necessary, be adjusted to the day of the taking (or purchase) and neither party shall have any further rights or liabilities hereunder.

(b) In the event of a taking (or purchase) resulting in the termination of this lease pursuant to the provisions of paragraph (a) of this Section 17 the parties hereto agree to cooperate in applying for and in prosecuting any claim for such taking and further agree that the aggregate net award, after deducting all expenses and costs, including attorneys' fees, incurred in connection therewith, shall be paid to Landlord and Tenant as follows; provided, however, that in the event of any Mortgagee, such aggregate net award shall be paid to such Mortgagee who shall apply the same to the Mortgage indebtedness, and, in the event such aggregate net award is in excess of the Mortgage indebtedness, the Mortgagee shall distribute such excess as follows:

(1) Landlord and Tenant agree to request the Court in any such condemnation proceedings to make separate awards to Landlord and Tenant as to their respective interests. If for any reason the Court is unwilling or unable to make separate awards, Landlord and Tenant agree to each select an M.A.I. appraiser, and for the two appraisers so chosen to select a third M.A.I. appraiser, and for such appraiser to determine the value ratio of the value of the leasehold interest in the property so condemned as compared to the value of the fee simple interest in the property so condemned. Provided, however, that upon foreclosure of any mortgage or upon any assignment in lieu thereof, such appraisal of the fee simple interest of the Landlord shall include only the reversionary interest of the Landlord, taking into consideration the fact that tenant is not required to make payment to Landlord of the basic rent per annum provided in Section 3 hereof. The value ratio thus established shall then be applied to the condemnation proceeds, or in the event of a Mortgagee, to the excess of the condemnation proceeds held by the Mortgagee, and such proceeds shall be accordingly distributed between Tenant and Landlord.