

determined to discontinue indefinitely, without any present intention of thereafter using the Leased Premises in its business, then Lessee within 10 days after adoption of such resolution may make an irrevocable offer to Lessor to purchase the Leased Premises ("Lessee Casualty Offer") on a succeeding rent payment date occurring not more than 120 days after the occurrence of such casualty, and, if Lessor shall accept the Lessee Casualty Offer within 30 days after the receipt thereof, Lessee shall purchase the Leased Premises and pay to Lessor on such rent payment date, a purchase price computed in accordance with Section 30/ of the Lease (except that if purchase of the Leased Premises shall occur during the first through the third years of the original term of this Lease, then the purchase price shall be a sum equal to One Million Nine Hundred Seventy Seven Thousand Nine Hundred Dollars / { \$1,977,900.00 } and pay all rent and additional rent due and payable up to the date of purchase. Lessor shall concurrently transfer and convey the Leased Premises to Lessee and shall pay over to Lessee any insurance proceeds previously received by Lessor plus any interest or income earned thereon, and assign to Lessee its right to receive any portion of the proceeds of any insurance or other moneys payable in connection with such casualty.

(B) If Lessor shall not have so accepted a Lessee Casualty Purchase Offer within 30 days, then this Lease shall immediately terminate and Lessee shall cease to have any obligations hereunder, other than those that shall have arisen prior to such termination and Lessor shall receive the entire proceeds of any insurance on the Demised Premises, subject to the prior rights of any leasehold mortgagee(s) to receive insurance proceeds relating to New Construction, (as defined in the / Lease), the cost of construction of which were financed through leasehold mortgage(s) and not including insurance proceeds on Lessee's trade fixtures.

(C) If during the Term the Leased Premises are damaged or destroyed in any casualty, and Lessee (if permitted to do so) does not offer to purchase the Leased Premises as provided in this subsection (b), this Lease shall continue in force and effect, and Lessee shall continue to pay the rent and additional rent, and all other sums payable hereunder by Lessee as herein provided and neither party shall be released by reason of said damage or destruction from any obligation created or imposed by reason of this Lease.

(i) In lieu of any insurance required to be carried by Tenant pursuant to this Lease, Tenant shall have the right, at its option, to self-insure in an amount up to \$100,000.00 or to carry insurance

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