

with deductibles in an amount up to \$100,000.00 (hereinafter collectively referred to as "Self-Insurance") provided Tenant shall have a net worth at all times during such period of Self-Insurance of not less than Two Hundred Fifty Million (\$250,000,000.00) Dollars. Tenant's statement of net worth, as reported in its annual report to its shareholders or in any form required to be submitted to the Securities and Exchange Commission shall be deemed conclusive as to the current amount of Tenant's net worth.

(j) Lessee on behalf of itself and Lessor, shall have the right to enter into negotiations for the settlement of any casualty claim (as defined in the Lease) and/or any claim relating to a partial Taking/which does not result in exercise of the option to purchase the Demised Premises as a result of such partial Taking and to engage in such other proceedings, including institution and prosecution of litigation as Lessee shall determine in its sole discretion to be appropriate under the circumstances. In the event that Lessor fails to execute any proof of claim or any other document required in connection with any claim for casualty, loss or award for a partial Taking within 15 days of request by Lessee, *then Lessee shall have the right to execute any such documents on behalf of Lessor as attorney-in-fact for Lessor. The creation of the Power of Attorney in Lessee as provided in the immediately preceding sentence shall be deemed to be coupled with an interest and shall be noncancellable.

*for any reason other than the claim being fraudulent

6. 13: (i) ten (10%) per cent or more of the then value of the

Damage or Destruction or Taking During Last 2 Years of the Term or any Renewal Term

(Section 11 of the Lease)

Demised premises are damaged or destroyed at any time during the last two (2) years of the initial term; or (ii) if Lessee exercises any option to renew and ten (10%) per cent or more of the then value of the Demised Premises are damaged or destroyed at any time during any renewal term; or of the Lease (iii) a partial Taking (as defined in Section 12) shall occur during the last two (2) years of the initial term or at any time during a renewal term and as a result of such partial Taking Lessee shall be entitled to purchase of the Lease the Demised Premises as provided in Section 12(b) (1), then Lessee may elect not to undertake the restoration, in which event this Lease shall terminate as of the date of such damage or destruction and the entire proceeds of insurance or award (not including "Tenant's Termination Damages" as defined) in the Lease, payable by reason of such damage or destruction or Taking of the Lease shall, subject to the limitations and exceptions set forth in Section 10(h) (B) / be the /property of Lessor's mortgagee and/or Lessor as their interests may appear.

*cc 12/1/77
S 11*

(Handwritten mark)

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