

Handwritten initials/signature

Uneconomic Use and Lessee's Right to Purchase
(Section 30 of the Lease)

15. If, in the judgment of Lessee it should have become uneconomic at any time after the ~~the date hereof~~ of the date hereof for Lessee to: (i) occupy and operate the Leased Premises; (ii) or if the Lessee on or before such date of delivery of the offer hereinbelow set forth has discontinued such use; or (iii) if Lessee shall not have commenced to use the Demised Premises in its business during the first three years of the term, and if the Board of Directors of THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC. by certified resolution delivered to Lessor has determined to indefinitely discontinue the use of the Leased Premises in its business within the period of six months next succeeding the date of the delivery of such resolution without any intention of thereafter commencing the use of the Leased Premises, then Lessee at its option may deliver to Lessor an irrevocable offer to purchase the Leased Premises on any succeeding rent payment date at a purchase price determined by the provisions of Section 30 of the Lease.

Said offer shall be delivered to Lessor not less than 45 nor more than 90 days prior to such proposed purchase date and shall be accompanied by a certificate to the effect that Lessee has determined that it has become or is uneconomic for Lessee to occupy and operate the Leased Premises and specifying the reason or reasons therefor, and either that Lessee has theretofore discontinued the occupancy and operation of the Leased Premises or that Lessee has determined to discontinue such occupancy and operation during the period of six months next succeeding the date of delivery of the offer, or had determined not to commence occupancy or operation of the Leased Premises.

If Lessor shall not accept such offer by notice to Lessee not later than 30 days prior to such proposed purchase date, Lessee may elect to terminate this Lease by delivering written notice of such election to Lessor not less than 20 days prior to such proposed purchase date, and in such event this Lease shall terminate on such proposed purchase date, except with respect to obligations and liabilities of Lessee under this Lease, actual or contingent, which arose on or prior to such date, upon payment by Lessee of the Rent and the Additional Rent to and including

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