

sublessees then existing or thereafter arising pursuant to the terms hereof, whether prior or subsequent to a foreclosure of the mortgage, if any, so long as Lessee, its successors, assigns and sublessees, are not in default hereunder or under any sublease or assignment agreement.

Section 15.3. Lessor shall not be obligated to subordinate to, or join in, or otherwise encumber or affect its underlying fee simple interest in Demised Premises, with respect to any mortgage or mortgages placed by Lessee on the leasehold created hereby.

#### ARTICLE 16

##### Destruction

Section 16.1. If during the Demised Term, a substantial portion or all of the Demised Premises or improvements thereon shall be destroyed or damaged by fire or by any other cause of whatsoever nature, Lessee shall restore, rebuild or repair the items destroyed in the event the destruction or damage occurs on or before August 9, 1992. In the event such destruction or damage occurs subsequent to August 9, 1992, then in such event Lessee may at Lessee's option elect not to so restore, rebuild or repair; provided, however, should Lessee elect not to restore or rebuild or repair as aforesaid, then in such event Lessee shall at its sole cost and expense raze and remove all improvements from the Demised Premises, including any foundations thereof, and remove all rubble, materials and debris therefrom. "Substantial portion" for purposes of this Lease shall mean so much of Demised Premises as to render them unusable by Lessee as an office building.