

prior to the time of Lessor's receipt of any insurance proceeds or awards for a Taking pursuant to this Section 17.3(a), the same shall be applied in the manner specified in Article 6 of the Indenture.

(b) In case either of the following shall occur during the Term:

- (i) a Taking of an entire Leased Property, or
- (ii) any material damage to or destruction of the Leased Improvements on a Leased Property or a Taking of a material portion of a Leased Property which, in either case, in the good faith judgment of the Board of Directors of Lessee, as reflected in an Officer's Certificate delivered to Lessor within sixty days after such damage, destruction or Taking, renders such Leased Property or the remainder thereof, as the case may be, no longer suitable for the business then being conducted on such Leased Property by Lessee.

Lessee shall give Lessor notice of termination of this Lease as to such Leased Property accompanied by an irrevocable offer to purchase such Leased Property (including the net amount of the award or insurance proceeds as the case may be) on the first Basic Rent payment date occurring not less than ninety days after such Taking or such determination (the Purchase Date) for a purchase price determined pursuant to Schedule C hereto.

If Lessor accepts such offer, or fails to reject the same, not later than five days prior to the Purchase Date, Lessor shall, upon receipt from Lessee of the purchase price and any Basic Rent, Additional Rent and other sums due and payable hereunder (including the instalment of Basic Rent due on the Purchase Date), (a) convey such Leased Property to Lessee on the Purchase Date in accordance with the provisions of Article XXI

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