

and (b) pay over or assign to Lessee the net award or net insurance proceeds, and this Lease shall thereupon terminate as to such Leased Property, except with respect to obligations and liabilities of Lessee with respect to such Leased Property, actual or contingent, which have arisen on or prior to such Purchase Date.

If Lessor rejects Lessee's offer to purchase such Leased Property not later than five days prior to the Purchase Date, provided Lessee shall not then be in default hereunder, this Lease shall terminate as to such Leased Property on the Purchase Date, except with respect to obligations and liabilities of Lessee with respect to such Leased Property, actual or contingent, which have arisen on or prior to such Purchase Date; provided, that, if the Purchase Date shall occur during the Basic Term, such rejection shall be of no effect unless accompanied by the written consent thereto of the Trustee.

ARTICLE XVIII

18.1. Termination of Lease upon Discontinuance of Operations on a Leased Property. If in the good faith judgment of the Board of Directors of Lessee, a Leased Property becomes uneconomical or unsuitable for Lessee's continued use and occupancy in Lessee's business, and Lessee has discontinued use of such Leased Property in its business operations or its Board of Directors has determined to discontinue such use within a period of six months, all as set forth in an Officer's Certificate delivered to Lessor, Lessee, if no Event of Default shall have occurred, may, at any time after the expiration of the tenth Year of the Fixed Term, give Lessor notice of termination of this Lease as to such Leased Property accompanied by an irrevocable offer to purchase such Leased Property on the first Basic Rent payment date occurring not less than ninety days after the date of such offer (the Purchase Date), for a purchase price determined pursuant to Schedule C hereto.

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