

received, any insurance proceeds and the entire amount of the award or compensation or damages recovered on account of each and every such taking or condemnation, (which shall include any portion of any award that shall be made to Lessee by reason of its leasehold estate) less any expenses, including counsel fees, incurred by Lessor and Lessee in litigating, arbitrating, compromising or settling any claims arising out of such condemnation.

Section 10.03. Lessee to Rebuild or Repair. Subject to the provisions of Sections 10.04 and 10.05, Lessee shall rebuild, reconstruct, restore, replace and repair the Leased Premises so as to restore, insofar as may be practicable, the same to substantially the same condition as existed immediately prior to such event of casualty or condemnation. In such event the money received by the Trustee as proceeds of any insurance carried upon the Facilities or the net proceeds of any award or compensation for the damages recovered on account of such taking or condemnation shall be paid over to Lessee, at Lessee's election, either upon completion of repairs, restoration, reconstruction, or re-equipping of the Facilities or periodically as same progresses (but limited to the then cost thereof) to reimburse or pay Lessee for expenditures made for the purpose of rebuilding, reconstructing, restoring, replacing and repairing the Facilities or for the purpose of reconstructing or replacing any of the Facilities, suitable for the needs and use of Lessee as it may elect, upon compliance with the provisions of Section 6.01 of the Indenture and the receipt by the Trustee of the certificates and instruments provided for in said Section 6.01; provided, however, that the sums so paid by the Trustee shall in no event exceed the total cost of such repair, restoration, reconstruction, re-equipping, construction or replacements, nor shall they exceed the aggregate amount received by the Trustee as net proceeds of any insurance or condemnation award. Such certificates shall confirm that there are or will be no liens or encumbrances on the Leased Premises as a result of such repair, restoration, reconstruction,