

Section 11.03. Removals, Replacements and Substitutions.

Lessee may remove from the Leased Premises from time to time any improvements (which term for the purposes of this Lease shall include without limiting the generality of such term, roads, streets, sidings, foundations, tanks, structures, pipes, pipelines, reservoirs, utilities, materials, equipment, fixtures, machinery, furniture, furnishings, and other improvements, instrumentalities and other real, personal and mixed property of every kind except land or interests therein, whether above or below ground level) and thereby acquire ownership thereof free and clear of this Lease in any case where (i) such improvements are replaced, or substitution therefor is made directly or indirectly, by improvements then having equivalent or greater value, utility or efficiency, or (ii) such improvements are, in the opinion of Lessee, worn out, unserviceable, undesirable or not useful in the operation of the Leased Premises so that the removal thereof, after giving effect to any replacement or substitution therefor, will not materially impair the efficiency of the Leased Premises or reasonable ingress and egress in connection therewith. Such reasonable ingress and egress shall include, without limiting the generality of such terms, reasonable ingress and egress for persons, trucks, and vehicles. Not later than 60 days following the making of each Basic Rent payment during the Original Term, Lessee shall furnish to Lessor and the Trustee a written report of a qualified engineer (who may be an employee of Lessee) selected by Lessee and approved by Lessor and the Trustee (which approvals shall not be unreasonably withheld) summarizing the action taken by Lessee pursuant to this Section 11.03 during the period covered by such payment and such report shall be accompanied by appropriate documents conveying title to the substituted property to Lessor subject, however, to