

re-equipping, construction or replacements after such payments shall have been received by Lessee.

Section 10.04. Lessee May Terminate Lease and/or Purchase Leased Premises. In lieu of the obligation of Lessee to restore the Leased Premises, Lessee may elect to receive credit for the entire net award in condemnation or the entire insurance proceeds paid to Lessor and the Trustee by having the same applied as advance payment of Basic Rent on the terms set forth in Section 4.02, but such election shall be available to Lessee only if the net amount of condemnation award or casualty insurance proceeds to be so applied, together with other advance payments by Lessee under Section 4.02 then on deposit in accounts created under the Indenture, shall equal the entire principal amount of the Bonds then outstanding together with interest accrued and to accrue thereon to the next succeeding redemption date or dates on which the Bonds may be redeemed at the option of Lessor, plus all applicable redemption premiums; and if Lessee shall then be in good standing hereunder with respect to the payment of rent, and has paid Lessor and the Trustee all other sums due and owing hereunder, Lessee shall have the further rights arising from such advance payment either to give notice of termination of this Lease effective on such redemption date or to purchase the Leased Premises and receive credit for such advance payment against the purchase price referred to in Section 18.02 effective on such redemption date, and thereupon Lessee shall be entitled to conveyance of any of the Leased Premises which shall not have been taken or destroyed.

Section 10.05. Condemnation of Less than Material Part of Leased Premises. In the event that any portion of the Leased Premises shall be taken by condemnation and the taking thereof does not in the sole judgment of Lessee interfere with the operations then being