

performed on the Leased Premises by Lessee and does not impair the capacity or design of same, the net proceeds of any such award, at the election of Lessee, shall be deposited with the Trustee under the Indenture and used for the retirement of Bonds prior to maturity, and in such event, Lessee shall not have any duty to rebuild, reconstruct, restore, replace and repair the Leased Premises, notwithstanding the provisions of Section 10.03 hereof.

Section 10.06. Amounts Remaining Paid to Trustee or Lessee.

If after completion of restoration as provided by Section 10.03 there remains any portion of casualty insurance proceeds or condemnation award not required for the reimbursement of Lessee, the balance shall be transferred to the Bond Redemption Account in the manner and amounts provided in Section 5.01 of the Indenture; provided, however, that notwithstanding any other provision of this Article, in any event of damage or destruction or condemnation when no Bonds are then outstanding and unpaid there shall be no obligation on the part of Lessee to restore or repair the Leased Premises, and any such award or insurance proceeds shall, after payment of collection expenses, be paid over to Lessee if Lessee is then in good standing with respect to the payment of rent hereunder and shall have paid Lessor and the Trustee all other sums due and owing hereunder.

ARTICLE XI

Additions, Alterations, Improvements, Replacements and New Construction; Improvement Bonds

Section 11.01. Additions, Alterations, Improvements and New Construction. Lessee shall not make any changes in the exterior walls, foundations or structural components of the Facilities that in the good faith opinion of Lessee will materially damage the basic structure or materially lessen the value of the Facilities; provided, that subject to such restriction and the other provisions of this Lease, Lessee