

ARTICLE XICondemnation

Section 11.01. Awards Assigned to Trustee. If, during the Term, all or any part of the Leased Premises be taken by the exercise of the power of eminent domain or condemnation, Lessor and Lessee shall, subject to all the terms of this Article, be entitled to, and shall receive, the entire award for the taking. So long as any Bonds of the Lessor remain outstanding, Lessor and Lessee hereby irrevocably assign all their right, title and interest in and to such award or awards to the Trustee under the Indenture, or, in the event no Bonds of the Lessor remains outstanding, to the Lessee, and Lessor and Lessee shall immediately pay the same to the Trustee, or the Lessee, as the case may be, for the benefit of the Trustee or the Lessee as the case may be, and any such award or awards shall be held and disbursed as provided herein. The phrase "all right, title and interest in and to any such award or awards" with respect to Lessee, shall mean for purposes of this Article XI, all or any portion of any amount or amounts awarded to Lessee which, together with any amount or amounts awarded to Lessor, may be equal to All Unpaid Installments of Rent.

Section 11.02. Condemnation of All or Material Part of Leased Premises. If title to, or the temporary use or control of, all or substantially all of the Leased Premises shall be taken by the exercise of the power of eminent domain or condemnation, or if such use or control of all or a substantial part of the Leased Premises shall be so taken as results in rendering the Leased Premises unsatisfactory to Lessee for purposes for which the same was used immediately prior to such taking or condemnation (to be determined in the sole judgment of Lessee), Lessee shall purchase for cash the award or payment for such taking and the remaining portion of the Leased Premises not taken, if any, and such purchase shall be made within 90 days after the effective date of such taking and the receipt of the award and payment for such taking. The purchase price for such award or payment for such taking and the remaining portion of the Leased Premises not taken, if any, shall be determined as set forth in Section 21.02. Lessee shall deliver to Lessor and the Trustee, in the event any Bonds of the Lessor are outstanding, at least 30 days before the proposed date of purchase a certificate, signed by an Authorized Representative of Lessee, to the effect that title to all or substantially all of the Leased Premises has been taken by the exercise of the power of eminent domain or condemnation, or that such use or control of all or a substantial part of the Leased Premises has been so taken and has resulted in rendering the Leased Premises unsatisfactory to Lessee for purposes for which the same was used immediately prior to such taking or condemnation. On the proposed date of purchase and upon payment of the purchase price in cash, Lessor shall convey the remaining portion, if any, of the Leased Premises to Lessee, subject to and pursuant to Section 21.07 hereof, and the Trustee pursuant to Section 6.01 (B) of the Indenture, or the Lessor in the event no Bonds of the Lessor are outstanding, shall assign and pay over the entire