

shall be taken by the exercise of the power of eminent domain or condemnation, or if such use or control of all or a material 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 Bond Indebtedness of the Lessor is 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 a material part 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 material 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 Bond Indebtedness of the Lessor is outstanding, shall assign and pay over the entire award for the taking to Lessee, less any expenses incurred by Lessor in collecting such award (hereinafter called the "Net Award").

Section 11.03. Condemnation of Less than Material Part of Leased Premises. If a lesser portion of the Leased Premises be taken by exercise of the power of eminent domain or condemnation, this Lease shall nevertheless continue in full force and effect without abatement of rent (except such rental reduction as is expressly provided pursuant to Section 4.01(a) hereof), and if such taking shall have caused damage to, or necessitated restoration or rebuilding of, any of the improvements on the Leased Premises, Lessee, at its sole cost and expense, shall promptly and diligently restore and rebuild such improvements to such condition as shall be reasonable in view of the nature of the taking and the then intended use of the Leased Premises by Lessee, whether or not the Net Award is sufficient for the purpose. So long as any Bond Indebtedness remains outstanding, upon compliance with the provisions of Section 6.01 (C) of the Indenture and the receipt by the Trustee of the certificates and instruments provided for in Section 6.01(C), the Trustee shall assign and pay over to Lessee such portion of the Net Award as will reimburse the Lessee for the cost of the restoration and rebuilding if any, as is so certified up to the full amount of the Net Award, and if there shall remain any balance of such Net Award, the Trustee shall apply the balance, if any, of the Net Award to the redemption of Bond Indebtedness as provided in Section 6.01 (C) of the Indenture. In lieu of such rebuilding or restoring as herein provided, Lessee may direct that the entire amount of the Net Award be used by the Trustee to repay and redeem Bond Indebtedness as provided in Article V of the Indenture.