

buildings thereon which may utilize any wall or walls contained in the Facilities as party walls.

Section 13.02. Installation and Removal of Lessee's Own Machinery and Fixtures. The Lessee may at any time or times during the Term of this Lease, install or commence the installation of any machinery, equipment, fixtures or personal property acquired by the Lessee at its own expense and not financed with Bond proceeds to such extent as the Lessee may deem desirable, and the Lessee may also remove any such machinery, equipment, fixtures or personal property so acquired and installed by it (not including Equipment as defined in Section 1.02 hereof); provided, however, that such installation or removal shall not be permitted to interfere with the construction of the Facilities. Except as otherwise provided in Section 10.02 hereof, all such machinery, equipment, fixtures and other personal property which shall be acquired and installed at the expense of Lessee and not financed out of Bond proceeds, shall remain the property of the Lessee and may be removed at any time and from time to time by Lessee.

Section 13.03. Alteration, Improvement and Modifications of Equipment by Lessee. Lessee shall have the privilege of altering, improving and modifying the Equipment from time to time as it may determine is desirable for its use and purposes, provided that the same does not substantially decrease the use of the Leased Premises for the purposes of this Lease and does not decrease the value of the same. The cost of all such alterations, improvements and modifications shall be borne solely by Lessee and shall become a part of the Equipment and the property of Lessor as made. All work done in connection with such alterations, improvements and modifications shall be done in a good and workmanlike manner.

Section 13.04. Removal and Disposition of Inadequate Worn-Out or Obsolete Equipment. Lessor shall be under no obligation to renew, repair or replace any inadequate, obsolete or worn-out Equipment. In the event Lessee determines that any items of Equipment have become inadequate, obsolete or worn-out and that the removal thereof will not interfere with the operation or substantially decrease the use of the Leased Premises for the purposes of this Lease, and so long as Lessee is not in default hereunder Lessee may remove such items of Equipment from the Leased Premises and (on behalf of Lessor) sell, trade-in, exchange or otherwise dispose of them, provided that Lessee substitutes and installs on the Leased Premises other machinery or equipment having a market value not less than the then market value of the equipment being removed and gives Lessor or the Trustee prompt written notice thereof. All such substituted machinery or equipment shall be free of any liens and encumbrances, shall be and become part of the Equipment subject to the provisions hereof, shall be added to Schedule B attached hereto and shall be held by Lessee on the same terms and conditions as items originally comprising the Equipment; further provided, however, that Lessee will not be required to substitute and install other machinery or equipment in lieu of removed Equipment if Lessee pays into the Bond Redemption Account established under the Indenture:

- (i) in the case of the sale of any such Equipment to someone other than the Lessee or in the case of the scrapping thereof, the proceeds from the sale of such Equipment or the scrap value thereof, as the case may be, or
- (ii) in the case of the trade-in of any such Equipment for other equipment not to be installed