

on the Leased Premises, or, if installed on the Leased Premises, not to be added to Schedule B attached hereto, the amount of the credit received by it on such trade-in, and

- (iii) in the case of the sale of any such Equipment to Lessee, or in the case of any other disposition thereof, an amount equal to the sale price or the depreciated value thereof, whichever is greater.

The Lessee will promptly report to the Trustee each such removal, substitution, sale and other disposition and will pay to the Trustee such amounts as are required by the provisions of the preceding subsection to be paid into the Bond Redemption Account promptly after the sale, trade-in or other disposition requiring such payment; provided, that no such report and payment need be made until the amount to be paid into the Bond Redemption Account on account of all such sales, trade-ins or other disposition not previously reported aggregates at least \$50,000. The Lessee will promptly report and will pay any costs (including counsel fees) incurred in subjecting to the lien of the Indenture any items of machinery, equipment or related property that under the provisions of this Section are to become a part of the Equipment. The Lessee will not remove, or permit the removal of, any of the Equipment from the Leased Premises except in accordance with the provisions of this Section.

Section 13.05. Additions and Alterations Not to Diminish Value of Leased Premises. The Leased Premises as improved or altered upon completion of additions, alterations, improvements or construction made pursuant to the provisions of this Article XIII shall be of a value not less than the value of the Leased Premises immediately prior to the making of such additions, alterations, improvements or the construction of additional Facilities.

Section 13.06. Quality of Work. All work done in connection with such additions, alterations, improvements or construction shall be done promptly and in good and workmanlike manner.

ARTICLE XIV

Subletting, Assignment and Mortgaging

Section 14.01. Continuing Obligation of Lessee. Lessee may sublet the Leased Premises or any part thereof, and may assign or otherwise transfer all of its rights and interests hereunder; provided that (a) each such sublease shall not be inconsistent with the provisions of the Act, the Indenture or this Lease, (b) that no assignment, transfer or sublease shall affect or reduce any of the obligations of Lessee hereunder, but all obligations of Lessee hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety, and (c) that Lessee shall give Lessor and the Trustee under the Indenture not less than 10 days prior written notice of any such proposed assignment, transfer or sublease. So long as any Bonds of Lessor are outstanding neither this Lease nor the term hereby let and demised shall be mortgaged, nor shall Lessee mortgage, assign or pledge the interest of Lessee in and to any sub-lease or the rentals payable thereunder.