

(b) Insurance claims by reason of damage to or destruction of any portion of the Leased Premises shall be adjusted by Lessee, but Lessor shall at Lessee's expense have the right to join with Lessee in adjusting any such loss. The entire amount of any proceeds paid pursuant to a claim shall be payable to the Trustee. If all or substantially all the Leased Premises shall be damaged or destroyed in any single casualty and if Lessee elects, pursuant to paragraph 16(b) hereof, to purchase the Leased Premises, the disposition of any proceeds shall be made pursuant to such paragraph. If all or substantially all the Leased Premises shall be damaged or destroyed in any single casualty, and if Lessee does not elect to purchase the Leased Premises, or if only a part of the Leased Premises shall be damaged or destroyed, the entire amount of any proceeds paid to the Trustee, shall be held in escrow by the Trustee for a period of two years (the "Escrow Period") and during the Escrow Period shall be delivered to Lessee only against certificates of Lessee, signed by the President or a Vice President of Lessee, delivered to the Trustee from time to time as the work of rebuilding, replacing and repairing the damage or destruction progresses and evidencing payment by Lessee for such rebuilding, replacement and repair of an amount at least equal to the proceeds to be paid to Lessee. If any proceeds of such insurance remain after the earlier of the expiration of the Escrow Period or final payment to Lessee for such rebuilding, replacement and repair, such remaining proceeds shall be retained by the Trustee; provided, however, Lessee shall at the expiration of the Escrow Period be entitled to an amount equal to \$50,000 of such remaining proceeds, if any. In the event that the Trustee retains proceeds in accordance with this paragraph 14(b), such proceeds shall be applied, on the next Basic Rent Payment Date following the end of the Escrow Period which is also a Bond Payment Date (as defined in the Trust Indenture), to the prepayment of instalments of Basic Rent in inverse order of their due dates. No payment of any proceeds shall be made to Lessee pursuant to this paragraph 14(b) if any default shall have happened and be continuing under this Lease unless and until such default shall have been cured or removed. During the term of this Lease, any prepayment of Basic Rent provided for in this paragraph 14(b) shall be effective only to the extent that funds are actually deposited with the Trustee for prepayment of an aggregate principal amount of Bonds such that the Basic Rent payable under this Lease, together with the Basic rent then payable under the other leases executed between Lessor and Lessee and subjected to the lien of the Trust Indenture, shall be sufficient to pay when and as due principal of and interest on the Bonds. The term of this Lease shall be reduced to the extent that any installment of Basic Rent shall have been prepaid in full.