

the provisions of this Lease. In the event such removal causes damage to existing buildings or structures not being removed, restoration and repair of such damage shall be made at the cost and expense of Lessee.

Section 11.04. Improvement Bonds. Subject to the obligations of Lessor under the Indenture, Lessor and Lessee may hereafter negotiate one or more amendments to this Lease pertaining to an increase in the obligations of both of said parties upon an undertaking of Lessor to provide Additions or Alterations for the Facilities through the issuance of additional Bonds pursuant to Section 3.03 of the Indenture; provided, that no obligation is imposed on Lessor by this Section 11.04 to enter into any such amendment and no such amendment is permitted hereunder which would result either in the breach of Lessor's agreements pursuant to the Indenture or in the reduction of Lessee's obligations pursuant to this Lease.

ARTICLE XII

Subletting, Assignments and Mortgaging

Section 12.01. Continuing Obligation of Lessee. Lessee may assign this Lease or sublet the Leased Premises or any part thereof upon written notice to Lessor and the Trustee provided 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. So long as any Bonds of Lessor are outstanding and unpaid either as to principal or interest, 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 sublease or the rentals payable thereunder, unless such mortgage, assignment or pledge is made expressly subject to the terms of this Lease and the Indenture.