

renewal policies (or certificates therefor from the insurers evidencing the existence thereof) shall be deposited with the Trustee.

Section 9.06. Adjustment of Claims. Any claims under the policies of insurance described in this Article shall be adjusted by and at the expense of Lessee or its insurance carrier, provided, that the proceeds from such insurance shall be applied pursuant to the terms of this Lease.

#### ARTICLE X

##### Maintenance and Repair

Section 10.01. Maintenance of Facilities. Subject to the provisions of Sections 2.03 and 12.02 hereof, Lessee at its expense, will keep and maintain the Facilities in good repair. Lessee shall promptly make, or cause to be made, all repairs, interior and exterior, structural and non-structural, ordinary and extraordinary, foreseen and unforeseen, necessary to keep the Facilities in good and lawful order and condition, wear and tear from reasonable use excepted, whether or not such repairs are due to any laws, rules, regulations or ordinances hereafter enacted which involve a change of policy on the part of the government body enacting the same, provided, however, that if there shall be no Bonds of Lessor outstanding, Lessee, in lieu of making any structural or extraordinary repairs required during the Term hereof, may elect to purchase the Leased Premises or to terminate this Lease, and in either such event Lessee shall have no further obligations hereunder.

Section 10.02. Maintenance of Leased Equipment. Subject to the provisions of Section 12.02 hereof, Lessee at its cost and expense, shall maintain and keep the Leased Equipment in good repair and operating condition, including repairs and renewals and upon the expiration or termination of this Lease shall surrender the same or replacements thereof, to Lessor in good condition, ordinary wear and tear excepted. Subject to the provisions of Section 13.04 hereof, all replacements, renewals, attachments and accessories made to or placed on or affixed to the Leased Equipment shall become a part of the same and the property of Lessor as made. Lessor shall not be required by the provisions of this paragraph to maintain or keep in condition the Leased Equipment or to make any repairs, replacements or renewals to the same or to make any expenditure thereon whatsoever in connection with this Lease. Lessee hereby waives all rights it may have under any law or otherwise now or hereafter in effect to require Lessor to do the same.

Section 10.03. Lessor Not Required to Repair. Lessor shall not be required to rebuild or to make any repairs, replacements or renewals of any nature or description to the Leased Premises or to make any expenditure whatsoever in connection with this Lease or to maintain the Leased Premises in any way. Lessee expressly waives the right contained in any law now or hereafter in effect to make any repairs at the expense of Lessor.