

ARTICLE VIMAINTENANCE, TAXES AND INSURANCE

Section 6.1. Maintenance and Modifications of Project by Lessee. The Lessee agrees that during the Lease Term it will at its own expense (i) keep the Project in as reasonably safe condition as its operations shall permit and (ii) keep the Building and Leased Equipment and all other improvements forming a part of the Project in good repair and in good operating condition, making from time to time all necessary repairs thereto and renewals and replacements thereof. The Lessee may, also at its own expense, make from time to time any additions, modifications or improvements to the Project (including, but not limited to, the integration into the Project of any buildings, equipment, or other property located on land which is not Leased Land; provided that any property so integrated shall not constitute part of the Project for purposes of this Lease Agreement, the Assignment, the Note, or the Note Purchase Agreement) it may deem desirable for its business purposes that do not adversely affect the use of the Project for the purpose for which it is intended. Subject to the provisions of Section 9.7 hereof, such additions, modifications and improvements so made by the Lessee shall be on the Leased Land and become a part of the Project. The Lessee will not permit any mechanics' or other liens to be established or remain against the Project for labor or materials furnished in connection with any additions, modifications, improvements, repairs, renewals or replacements so made by it; provided, that if the Lessee shall first notify the Assignee of its intention so to do, the Lessee may in good faith contest any mechanics' or other liens filed or established against the Project, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Assignee shall