

ARTICLE VI

MAINTENANCE, TAXES, AND INSURANCE

SECTION 6.1                      Maintenance and Modifications of Project by

Lessee. The Lessee agrees, at its own expense, to (i) keep the Project in as reasonably safe condition as its operations shall permit, and (ii) keep the Project in good repair and in good operating condition, making all necessary repairs and renewals and replacements. The Lessee may, also at its own expense, make any Additions or Alterations to the Project which, in its sole discretion, it deems desirable, provided such Additions or Alterations do not adversely affect the structural integrity of the Building, or the operations being conducted in and upon the Project (or, if no operations are being conducted, the operations for which the Project was designed or last modified). Subject to the provisions of Section 9.7 hereof, such Additions and Alterations made by the Lessee shall be on the Leased Land and become a part of the Project. In the event any such Additions or Alterations render inaccurate the description of the Project in Exhibits A or B attached hereto, the Lessee shall file with the County an Amended Exhibit A and/or B, describing the Project as modified. The Lessee shall 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 or Alterations made by it; provided, that if the Lessee shall first notify the Mortgagee of its intention to do so, 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 contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom. The Lessee shall furnish the Mortgagee an opinion of Independent Counsel