

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 Section 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 Bond Indebtedness 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. 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.

#### ARTICLE XI

##### Condemnation

Section 11.01. Awards Assigned to Trustee. If, during the Term, all or any part of the Leased Premises be taken by the exercise of the power of eminent domain or condemnation, Lessor and Lessee shall, subject to all the terms of this Article, be entitled to, and shall receive, the entire award for the taking. So long as the Bond Indebtedness of the Lessor remains outstanding, Lessor and Lessee hereby irrevocably assign all their right, title and interest in and to such award or awards to the Trustee under the Indenture, or, in the event no Bond Indebtedness of the Lessor remains outstanding, to the Lessee, and Lessor and Lessee shall immediately pay the same to the Trustee, or the Lessee, as the case may be, for the benefit of the Trustee or the Lessee as the case may be, and any such award or awards shall be held and disbursed as provided herein. The phrase "all right, title and interest in and to any such award or awards" with respect to Lessee, shall mean for purposes of this Article XI, all or any portion of any amount or amounts awarded to Lessee which, together with any amount or amounts awarded to Lessor, may be equal to All Unpaid Installments of Rent.

Section 11.02. Condemnation of All or Material Part of Leased Premises. If title to, or the temporary use or control of, all or substantially all of the Leased Premises