

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. Maintenance of Equipment. Subject to the provisions of Section 12.02 hereof, Lessee at its cost and expense, shall maintain and keep the 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 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 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.

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 a material part of the Leased Premises