

right to participate in the defense, compromise or settlement thereof through its own attorneys and at its own expense and, in connection therewith, Sublessor shall cooperate fully to make available to Sublessee all pertinent information under its control or relating thereto. Sublessee shall also have the right to assume, at its own expense, entire control of the defense, compromise or settlement of any such claim, action or proceeding, and after any such assumption Sublessor shall bear the fees and expenses of any counsel retained by it.

Section 2. Sublessee is fully familiar with the physical condition of the Subleased Property. Sublessor has made no representations of any nature in connection with the condition of the Subleased Property, and Sublessor shall not be liable for any latent or patent defect therein.

ARTICLE XV

Damage or Destruction

Sublessor covenants and agrees that, in case of damage to or destruction of the Subleased Property (of which Sublessee shall promptly notify Sublessor) as the result of an event for which Sublessor receives insurance proceeds pursuant to policies of insurance maintained to comply with Section 6.4(a) or 6.4(b) of the Primary Lease, it will, unless either Sublessor or Sublessee shall have