

ARTICLE IX

Maintenance and Repair

Section 9.01. Maintenance of Facilities. Lessee at its expense will keep and maintain the Facilities in good and lawful order and condition, wear and tear from reasonable use excepted.

Section 9.02. Lessor Not Required to Repair. Lessor shall not be required to rebuild or to make any Additions or Alterations 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.

Lessee will not create or permit to be created any nuisance in, upon or about the Leased Premises and will not cause or permit or suffer any waste thereto.

Lessee, by keeping and performing the covenants and agreements on its part herein contained, shall at all times during the Term, peaceably and quietly, have, hold and enjoy the Leased Premises without suit, trouble or hindrance from Lessor or its successors or assigns.

ARTICLE X

Casualty; Condemnation

Section 10.01. No Abatement of Rent. In the event of damage to or destruction of all or any part of the Leased Premises or the taking of all or part of such premises by the exercise of eminent domain or condemnation during the Original Term hereof, there shall be no abatement or reduction in the Basic Rent or other obligations of Lessee, except as herein expressly provided.

Section 10.02. Proceeds, Awards Assigned to Trustee. Subject to the provisions of Section 8.05, Lessor and/or Lessee will pay over or cause to be paid over to the Trustee, promptly when collected or