

- (b) Issue pursuant to the Indenture any Bonds other than the Series A Bonds and Improvement Bonds the issuance of which has been requested by Lessee pursuant to Section 20.01; or
- (c) Directly or indirectly create or consent to the creation or existence of any lien or encumbrance (other than the lien of the Indenture) upon the Leased Premises or Lessor's interest therein.

ARTICLE II

Use of Leased Premises and Compliance with Laws

Section 2.01. Primary Use. Lessee is granted and shall have the right during the term of this Lease to occupy and use the Leased Premises for any lawful purpose. Insofar as it is practicable under existing conditions from time to time during the term of this Lease, the Leased Premises shall be used primarily for industrial, commercial or related purposes. The Lessor agrees that it will use all reasonable efforts to insure that such uses are and will continue to be lawful uses under all applicable zoning laws and regulations.

Section 2.02. Compliance with Laws. Lessee will throughout the term of this Lease and, at no expense to Lessor promptly comply or cause compliance with all laws ordinances, orders, rules, regulations and requirements of duly constituted public authorities, which may be obligatory upon the Lessee or the Lessor and applicable to the Leased Premises, the repair and alteration thereof (including, without limitation, the Facilities and the streets, sidewalks and passageways adjoining the Leased Premises) and the use or manner of use of the Leased Premises, whether or not such laws, ordinances, orders, rules, regulations and requirements are foreseen or unforeseen, ordinary or extraordinary, and whether or not they shall involve any change of governmental policy or shall require structural or extraordinary repairs, alterations or additions, irrespective of the cost thereof, provided, however, that if no Bond Indebtedness (as defined in Section 21.01) of Lessor is outstanding, Lessee, in lieu of compliance with such laws, orders, rules, regulations and requirements, or the making of such additions, changes or alterations, may elect to terminate this Lease or to purchase the Leased Premises, and in either such event, shall have no further liability hereunder. With regard to Lessor, Lessee accepts the Leased Premises in their condition on the date of the commencement of the term of this Lease, and assumes all risks, if any, resulting from any present or future, latent or patent defects therein or from the failure of the Leased Premises to comply with all legal requirements applicable thereto, reserving however, any and all rights of Lessee with respect to parties other than the Lessor.

Section 2.03. Permitted Contests. Lessee shall not be required to comply or cause compliance with such laws, ordinances, orders, rules, regulations or requirements, so long as Lessee shall, after prior written notice to Lessor, at Lessee's expense, contest the same or the validity thereof in good faith, by appropriate proceedings. Such contest may