

1978

ARTICLE VI

MAINTENANCE AND MODIFICATION OF THE PROJECT;  
REMOVAL OF LEASED EQUIPMENT;  
TAXES, UTILITIES AND OTHER CHARGES; INSURANCE

SECTION 6.01. Maintenance and Modification of the Project. The Tenant at its own expense during the Term of this Agreement, will keep and maintain the Project in good repair and in good operating condition. The Tenant will 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 Project in good and lawful order and in good operating 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. The Tenant may, also at its own expense, make from time to time any additions, modifications or improvements to the Project it may deem desirable for its business purposes that do not adversely affect the operating unity of the Project; provided, that all such additions, modifications and improvements located wholly within the boundary lines of the Leased Land shall become a part of the Project; provided, that any real or personal property, machinery, equipment, furniture or fixtures installed by the Tenant as part of the Project without expense to the County and not constituting a part of the Leased Equipment (as defined in Section 6.02 hereof) may be removed by the Tenant at any time and from time to time while it is not in default under the Lease; and provided further, that any damage to the Project occasioned by such removal shall be repaired by the Tenant at its own expense.

The County shall not be required to rebuild or to make any repairs, replacements or renewals of any nature or description to the Project or to make any expenditure whatsoever in connection with this Lease or to maintain the Project in any way. The Tenant expressly waives the right contained in any law now or hereafter in effect to make any repairs at the expense of the County, as Lessor hereunder.

SECTION 6.02. Removal of Leased Equipment. The parties hereto understand that certain machinery, equipment and related property (hereinafter "Leased Equipment") shall be acquired in whole or in part from the proceeds of the Bonds and installed on the Leased Land. The County shall not be under any obligation to renew, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary Leased Equipment. If no Event of Default under this Lease shall have happened and be continuing, in any instance where the Tenant in its discretion

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