

## ARTICLE V

## MAINTENANCE, TAXES AND INSURANCE

SECTION 5.01. Maintenance and Modification of Project by Cincinnati. Cincinnati will maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition and will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals; provided, however, that Cincinnati will have no obligation to maintain, repair, replace or renew any element or unit of the Project if: (a) the maintenance, repair, replacement or renewal of which becomes uneconomic to Cincinnati because of damage or destruction by a cause not within the control of Cincinnati or obsolescence or change in economic or business conditions, or change in government standards and regulations applicable to the Project, or (b) if Cincinnati prepays all amounts due under the provisions of Section 10.01 hereof.

Subsequent to the Completion Date, Cincinnati shall, subject to the provisions of Section 6.02 hereof, have the privilege of remodeling the Project or making substitutions, modifications and improvements to the Project from time to time as it, in its sole discretion, may deem to be desirable for its uses and purposes, the cost of which remodeling, substitution, modifications and improvements shall be paid by Cincinnati, and except as provided in Section 6.07 hereof, the same shall be the property of Cincinnati and be included under the terms of this Agreement as part of the Project.

SECTION 5.02. Taxes, other Governmental Charges and Utility Charges. Cincinnati will: (a) pay, or make provision for payment of, all lawful taxes and assessments, including income, profits, property or excise taxes, if any, or other municipal or governmental charges, levied or assessed by any Federal, state or any municipal government upon the Recipient or Cincinnati with respect to or upon the Project or any part thereof or upon any payments hereunder; (b) duly observe and comply with all valid requirements of any governmental authority relative to the Project; (c) not create or suffer to be created any lien or charge upon the payments to be made by Cincinnati pursuant to Section 4.01 of this Agreement; and (d) pay, satisfy or cause to be discharged or make adequate provision to pay, satisfy or cause to be discharged, within 60 days after the same shall come into force, any lien or charge upon the Project, this Agreement or any payments hereunder. If Cincinnati shall