

reasonable and ordinary wear and tear and insured risks (to the extent and only to the extent of Company's electing to apply insurance or condemnation proceeds under the provisions of Section 5 hereof and the Credit Agreement), alone excepted, and make all necessary repairs thereto, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, and otherwise to make all replacements, alterations, improvements and modifications to the Facilities necessary to insure that the same as part of the Encumbered Assets shall not in any manner be impaired or diminished;

(b) That it shall have full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Facilities; provided, however, Issuer, Trustee and their agents shall have the right to inspect the Facilities at any reasonable time in a manner which will not interfere unreasonably with Company's use thereof. In the event of Company's breach of the covenants and agreements contained in this Section 9, following ten (10) days written notice to Company of specified breach and its failure to institute prompt and efficient action to cure the same, Trustee or Agent or their agents shall have the right, but shall not be obligated, to enter the Facilities for the purpose of curing the same and the cost thereof shall be paid promptly by Company upon presentation of statements or invoices evidencing the same;

(c) That it shall, to the extent necessary, obtain appropriate endorsements to the insurance policies required to be carried under this Mortgage and the Credit Agreement covering any loss or damage arising out of any changes, alterations, restorations and additions to the Facilities. In addition, no construction undertakings shall be commenced until Company shall have first procured, so far as the same may be required from time to time, all necessary approvals and authorizations from municipal departments and governmental subdivisions having jurisdiction, and all construction undertakings shall be made and effected promptly and in a good and workmanlike manner and in full compliance with all applicable permits, authorizations and laws and in accordance with all such requirements as insurers of the Facilities, and all portions thereof, may reasonably establish;

(d) That it shall pay, as the same respectively become due, all taxes and assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Facilities. Company shall not allow any part of the Facilities to be subjected to any mechanics' or materialmen's

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