

(including pressure pipes) explosion insurance in an adequate amount with respect to all boiler and pressure vessels and pressure pipes, if any, installed in the Facilities.

Section 9.05. Loss Payable. All policies of insurance required pursuant to this Article IX may be in the form of blanket policies of insurance. All policies of insurance required by Section 9.02 shall name Lessor and Lessee as the assured and shall provide that in the case of any particular casualty resulting in loss or damage not exceeding \$50,000 in the aggregate, the proceeds of such insurance shall be payable to Lessee. All such policies shall, to the extent obtainable, provide that any loss shall be payable notwithstanding any act or negligence of Lessee which might otherwise result in forfeiture of said insurance.

So long as the Bond Indebtedness of the Lessor remains outstanding, the policies of insurance described in Section 9.02 shall be payable to the Trustee under the Indenture, under a standard mortgage loss payable clause as the interest of such Trustee may appear, subject to the provisions in this Section 9.05 that the proceeds of such insurance shall be payable to Lessee in the case of any particular casualty resulting in loss or damage not exceeding \$50,000 in the aggregate. In the event no Bond Indebtedness of the Lessor remains outstanding, the policies of insurance described in Section 9.02 shall provide that the loss, if any, shall be payable to the Lessee.

Section 9.06. Evidence of Existence; Modification of Policies. Certificates from the insurers evidencing the existence of all policies required by this Article shall be filed with the Trustee. The policies of insurance required by this Article shall contain an undertaking by the respective insurers, to the extent obtainable, that such policies shall not be modified adversely to the interests of the Lessor or the Trustee or cancelled without at least 10 days prior written notice to Lessor and to the Trustee. Not less than 10 days prior to the expiration dates of the policies, originals of the renewal policies (or certificates therefor from the insurers evidencing the existence thereof) shall be deposited with the Trustee.

Section 9.07. Adjustment of Claims. Any claims under the policies of insurance described in this Article shall be adjusted by and at the expense of Lessee or its insurance carrier, provided, that the proceeds from such insurance shall be applied pursuant to the terms of this Lease.

#### ARTICLE X

##### Maintenance and Repair

Section 10.01. Maintenance of Facilities. Subject to the provisions of Sections 3.05 and 12.02 hereof, Lessee at its expense, will keep and maintain the Facilities in good repair. Lessee shall 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 Facilities in good and lawful order and 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