

(i) Fire and Extended Coverage. Policies of insurance against loss or damage by fire, which may be combined with insurance on other property or interests of the Tenant either at the Project or elsewhere, with standard extended coverage endorsement covering loss or damage, by lightning, windstorm explosion, aircraft, smoke damage, vehicle damage, sprinkler leakage, vandalism, malicious mischief and such other risks as are normally covered under such endorsement in amounts that are not less than the full insurable value of the Facilities with deductible provisions similar to those on other policies maintained by Tenant. The term "full insurable value," as used in this Lease, means the actual replacement value. During the construction of the Facilities, the Tenant shall keep, or cause the contractor doing the construction to keep, the Facilities insured under Builders Risk insurance (or similar insurance) in such amount as is required in this paragraph.

(ii) Public Liability. General comprehensive public liability insurance against liability for bodily injury to or death of persons and for damage to or loss of property occurring on or about the Project and the adjoining sidewalks and passageways, or in any way related to the operations of the Facilities, in the minimum amounts of \$1,000,000 for death of or bodily injury to any one person, \$2,000,000 for total death and bodily injury claims resulting from any one accident, and \$1,000,000 for property damage. Policies for such insurance shall be for the mutual benefit of the County and the Tenant.

(b) All policies of insurance required pursuant to this section may be in the form of blanket policies of insurance. All policies of insurance required by paragraph (a)(i) of this section shall name the County and the Tenant or the contractor, as the case may be, as the assureds and shall contain standard mortgagee clauses requiring that all net proceeds of insurance resulting from any claim in excess of \$10,000 for loss or damage covered thereby to be paid to the Trustee. The net proceeds of all policies required by paragraph (a)(ii) of this section shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid. All such policies shall, to the extent obtainable, provide that any loss shall be payable notwithstanding any act of negligence of the Tenant which might otherwise result in forfeiture of said insurance.

In the event no Bonds of the County remain outstanding, the policies of insurance described in this section shall provide that the loss, if any, shall be payable to the Tenant and the County as their interest may appear. Any claims under the policies of insurance described in this section shall be adjusted by and at the expense of the Tenant or its insurance carrier, pro-