

Section 9.02. Fire and Extended Coverage. Lessee shall, at its expense, keep the Facilities insured against loss or damage by fire, with 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 not exceeding \$25,000. The term "full insurable value", as used in this Lease, means the actual replacement value or an amount equal to All Unpaid Installments of Rent whichever shall be less.

Section 9.03. Public Liability. Lessee shall, at its expense, maintain general public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Leased Premises, and the adjoining sidewalks and passageways, such insurance to afford protection to Lessor of not less than \$1,000,000 with respect to bodily injury or death to any one person, not less than \$1,000,000 with respect to any one accident, and not less than \$100,000 with respect to property damage. Policies for such insurance shall be for the mutual benefit of Lessor and Lessee.

Section 9.04. 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 \$100,000 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 9.04 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 \$100,000 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 9.05. 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.