

outstanding and unpaid on the Note, no settlement of any claim shall be effected without the written consent of the Mortgagee. All insurance policies under Section 6.4 shall include effective waivers by the insurer of all claims for insurance premiums against the County or Mortgagee, and shall provide that any losses shall be payable notwithstanding (i) any act of negligence of Lessee, the County or Mortgagee, (ii) any foreclosure or other proceedings or notice of sale relating to the Project, or (iii) any change in the title to or ownership of the Project.

SECTION 6.5. Application of Net Proceeds of Insurance.

The Net Proceeds of the insurance carried pursuant to the provisions of Section 6.4(a) hereof shall be received by the Lessee and shall then be paid and applied as provided in Section 7.1 hereof and the Net Proceeds of Insurance carried pursuant to the provisions of Section 6.4(b) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

SECTION 6.6. Advances by the County or the Mortgagee.

In the event the Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Project in as reasonably safe condition as its operations will permit, or shall fail to keep the Building and the Leased Equipment in good repair and good operating condition, or shall otherwise fail to comply with any