

placed in force and effect with respect to an improvement (including, without limitation, the Building) until the completion of that improvement provided that builder's risk insurance is in effect pursuant to the provisions of any contracts entered into with contractors, with the end in view of having full insurance coverage at all times.

(d) Certificates of the insurance required by this Section, each bearing notations evidencing payment of the premiums or other evidence of payment satisfactory to the Agent, shall be delivered by Lessee to the Agent. And, in the case of expiring policies throughout the Lease Term, copies of any new or renewal policies, each bearing notations evidencing payment of the premiums or other evidence of payment satisfactory to the Agent, shall be delivered by Lessee to the Agent.

(e) Policies of insurance provided for in Section 6.4(a) and any builder's risk insurance referred to in Section 6.4(c) shall name the County and the Lessee as insureds as their respective interests may appear, provided, however, that the Mortgagees shall also be named as parties insured pursuant to a standard mortgagee clause as their interests may appear, and provided further that while any amount remains unpaid on the Notes, all such insurance proceeds shall be payable as provided in Section 7.1 hereof. The County and the Mortgagees shall also be named as additional insureds under the policies of insurance provided for in Section 6.4(b) of this Agreement.

(f) All insurance required by this Section 6.4 shall be effected with responsible insurance companies selected by the Lessee and satisfactory to Agent. Lessee shall cause appropriate provisions to be inserted in each insurance policy whereby the insurers waive any rights of subrogation as against the Lessee, the County or the Mortgagees and making each policy noncancellable without at least twenty (20) days prior written notice to the County, Lessee and the Agent. Also, it is agreed that no claim shall be made and no suit or action at law or in equity shall be brought by the County or by anyone claiming by, through or under the County, against Lessee for any damage to the Project covered by the insurance provided for by this Section 6.4, however caused, but nothing in this sub-section (f) shall diminish Lessee's obligation to repair or rebuild as provided in Section 7.1. The Lessee shall have the sole right and responsibility to adjust any loss with the insurer involved and to conduct any negotiations in connection therewith, provided that so long as any amount remains outstanding and unpaid on the Notes, no settlement of any claim shall be effected without the written consent of the Agent. All insurance policies under Section 6.4 shall include effective