

(c) **Liability Insurance:** Upon execution of this Indenture, it shall, if such insurance is not already in force, procure and maintain, so long as any of the Bonds are outstanding, Public Liability Insurance with limits of not less than \$50,000 for one person and \$100,000 for more than one person involved in one accident to protect the Borrower from claims for bodily injury and/or death which may arise from the Borrower's operations, including any use or occupancy of its grounds, structures and vehicles.

Each such insurance policy shall be acceptable to the Trustee and shall contain a clause making all losses payable to the Trustee as its interest may appear.

Section 6.12. Use and Occupancy Insurance: Immediately upon occupancy of any portion of the Project and so long thereafter as the funds and investments of the Bond and Interest Sinking Fund Account or the Collateral Account, if a Collateral Account is required pursuant to Part One hereof, are less than the maximum debt service reserve required by the provisions of Article V of Part One of the Trust Indenture, the Borrower shall procure and maintain Use and Occupancy Insurance on each building, the revenues of which are pledged to payment of the Bonds, in an amount sufficient to enable the Borrower to deposit in the Bond and Interest Sinking Fund Account, out of the proceeds of such insurance, an amount equal to the sum that would normally have been available for deposit in such Account from the revenues of the damaged building during the time the damaged building is non-revenue producing as a result of loss of use caused by the perils covered by Fire and Extended Coverage Insurance. Each such insurance policy shall be acceptable to the Trustee and shall contain a loss payable clause making any loss thereunder payable to the Trustee as its interest may appear.

Section 6.13. Concerning the Insurance Policies: All policies insuring property subject to the pledge of revenues hereunder shall contain, if obtainable, the standard mortgage clause customarily used in the State in which the Borrower is situated, and shall be deposited with the Trustee.

In case of any default by the Borrower in fulfilling its covenants with respect to maintaining any of the insurance policies required under Section 6.11 and 6.12 of Part Two hereof, the Trustee may, at its option, effect such insurance in the name of the Borrower or in the name of the Trustee, and all money paid by the Trustee as premiums upon such insurance shall be repaid to it by the Borrower, upon demand, with interest at the rate of five per centum per annum, and, if not so repaid, shall be secured by the lien of this Indenture in priority to the indebtedness evidenced by the Bonds issued hereunder.

Upon the happening of any loss or damage covered by any such policies from one or more of the causes to which reference is made in (a) of said Section 6.11 (except in the case of a loss resulting from damage to or destruction of property which amounts to less than \$10,000), the Borrower shall make due proof of loss containing a power of attorney in favor of the Trustee to endorse all drafts drawn for the payment thereof to the order of the Trustee, and to sign receipts therefor, and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the Trustee.

Section 6.14. Repairs and Reconstruction: In the event of any loss or damage to or destruction of the Project, or any other building the revenues of which are pledged to the security of the Bonds hereunder the Borrower will forthwith repair or reconstruct the damaged or destroyed portion thereof to the satisfaction of the Trustee, and will apply the proceeds of the fire and extended coverage insurance policies covering