

or injury, including death of or injury to the person or damage to the property of others, arising during the Term upon the Leased Premises; and Lessor shall not be liable for any damage or injury arising during the Term to the person or property of Lessee or its officers, agents, servants or employees or any other person who or which may be upon the Leased Premises, due to any act or negligence of any person other than Lessor, its officers, agents, servants and employees.

#### ARTICLE VIII

##### Insurance

Section 8.01. Insurers. All insurance provided for in this Article shall be effected under valid and enforceable policies issued by insurers of recognized responsibility.

Section 8.02. Fire and Extended Coverage. Lessee shall, at its expense, keep the Facilities insured against loss or damage by fire, lightning, windstorm, explosion, aircraft, smoke damage, vehicle damage, sprinkler leakage and such other risks as are covered under uniform standard extended coverage endorsement in amounts that are not less than the full insurable value of the Facilities. The term "full insurable value", as used in this Lease, means the actual replacement value less actual physical depreciation. Any such policy may provide that the insurer is not liable to the extent of the first \$100,000 of any loss.

Section 8.03. Boiler Coverage. Lessee shall, at its expense, maintain steam boiler explosion insurance in an amount at least equal to \$200,000 (with deductible provisions not to exceed \$25,000 for each loss or casualty) with respect to all boilers installed in the Facilities.

Section 8.04. 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