

16.3. Other Insurance. Lessee shall not take out separate insurance concurrent in form or contributing in the event of loss with that required by this Article XVI to be furnished by Lessee unless Lessor and the Trustees are included therein as named insureds, with loss payable as in this Article provided. Lessee shall immediately notify Lessor and the Trustees whenever any such separate insurance is taken out and shall deliver the policy or policies or duplicates thereof, or certificates evidencing the same as provided in this Article.

ARTICLE XVII

17.1. Notice of Damage, Destruction or Taking; Condemnation Awards. In case of any material damage to or destruction of any Leased Property or any part thereof, or in case of any Taking, Lessee shall forthwith give notice thereof to Lessor. If Lessor shall be advised by the condemning authority of a proposed Taking, Lessor shall forthwith give notice thereof to Lessee, but its failure to do so shall not affect the rights of the parties as set forth in this Lease. In case of any such Taking, Lessor shall be entitled to all awards or payments on account thereof, and Lessee hereby irrevocably assigns to Lessor all rights of Lessee to any such award or payment and irrevocably authorizes and empowers Lessor in the name of Lessee or otherwise, to file and prosecute what would otherwise be Lessee's claim for any such award or payment, and to collect, receipt for and retain the same. Except as provided below, all sums so received by Lessor shall be applied in accordance with the provisions of Section 17.3, except that any such sums received with respect to a Taking for temporary use shall be applied in accordance with the provisions of Section 17.2. If an Event of Default shall have occurred at the time of Lessor's receipt of any such award or payment, the same shall be applied in the manner specified in Article 4 of the Indenture. Lessee will pay all costs and expenses, including

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