

and save Lessor and the Trustee harmless against and from any and all claims arising from (i) any condition of the Leased Premises and the adjoining sidewalks and passageways, (ii) any breach or default on the part of Lessee in the performance of any covenant or agreement to be performed by Lessee pursuant to this Lease, (iii) any act of negligence of Lessee, or any of its agents, contractors, servants, employees or licensees, or (iv) any accident, injury or damage whatever caused to any person, firm or corporation, in or about the Leased Premises or upon or under the sidewalks and from and against all costs, reasonable counsel fees, expenses and liabilities incurred in any action or proceeding brought by reason of any claim referred to in this Section. In the event that any action or proceeding is brought against Lessor or the Trustee by reason of any such claim, Lessee, upon notice from Lessor or the Trustee, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to Lessor or the Trustee.

Section 8.02. Costs of Repossession. Lessee covenants and agrees to pay, and to indemnify Lessor and the Trustee against, all costs and charges, including reasonable counsel fees, lawfully and reasonably incurred in obtaining possession of the Leased Premises after default of Lessee or upon expiration or earlier termination of the Term hereof, or in enforcing any covenant or agreement of Lessee contained in this Lease.

ARTICLE IX

Insurance

Section 9.01. Insurers. All insurance provided for in this Article shall be effected under valid and enforceable policies issued by insurers of recognized responsibility.

Section 9.02. Fire and Extended Coverage. Lessee shall, at its expense, keep the Facilities insured against loss or damage by fire, with extended coverage endorsement covering loss or damage, by lightning, windstorm, explosion, aircraft, smoke damage, vehicle damage, sprinkler leakage, vandalism, malicious mischief and such other risks as are normally covered under such endorsement in amounts that are not less than the full insurable value of the Facilities with deductible provisions not exceeding \$25,000. The term "full insurable value", as used in this Lease, means the actual replacement value or an amount equal to All Unpaid Installments of Rent whichever shall be less.

Section 9.03. 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 Premises, and the adjoining sidewalks and passageways, such insurance to afford protection to Lessor of not less than \$300,000 with respect to bodily injury or death to any one person, not less than \$1,000,000 with respect to any one accident, and not less than \$100,000 with respect to property damage. Policies for such insurance shall be for the mutual benefit of Lessor and Lessee.

Section 9.04. Boiler Coverage. Lessee shall, if appropriate, at its expense, maintain boiler and pressure vessel