

2004

(2) General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Leased Premises and the adjoining streets, sidewalks and passage ways, with primary limits of not less than \$2,000,000 with respect to bodily injury or death to any one person, not less than \$2,000,000 with respect to any one accident, and not less than \$500,000 with respect to property damage, with combined limits of primary and excess ("umbrella") liability of not less than \$5,000,000 with respect to any one accident.

(3) Workmen's compensation insurance or comparable insurance under applicable laws covering all persons employed in connection with any work done or or about the Leased Premises with respect to which claims for death or bodily injury could be asserted against Lessor, Lessee or the Leased Premises.

(4) Such other insurance upon or in respect of the Leased Premises or the operation thereof in such amounts and against such other insurable hazards as are at the time commonly obtained in the case of property similar to the Leased Premises.

All such insurance shall be written by companies of recognized financial standing which are authorized to do insurance business in the state in which the Leased Premises are located and are acceptable to the Trustee, and such insurance shall name as the insured parties Lessor, Lessee and the Trustee (as their respective interests may appear) and shall contain a standard mortgagee loss payable clause in favor of the Trustee. Such insurance may be obtained by Lessee by endorsement on its blanket insurance policies; provided, however, that such blanket policies fulfill the requirements specified in this paragraph 14(a). Lessor shall not be required to prosecute any claim against, or to contest any settlement proposed by, any insurer; provided, however, that Lessee may, at its expense, prosecute any such claim or contest any such settlement, and in such event Lessee may bring such prosecution or contest in the name of Lessor, Lessee, or both, and Lessor will join therein at Lessee's expense and written request upon the receipt by Lessor of an indemnity from Lessee against any and all costs, liabilities and expenses in connection with such prosecution or contest.

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