

waivers by the insurer of all claims for insurance premiums against the County, the Agent or the Mortgagees, and shall provide that any losses shall be payable notwithstanding

(i) any act of negligence of Lessee, the County or Mortgagees,

(ii) any foreclosure or other proceedings or notice of sale relating to the Project, or

(iii) any change in the title to or ownership of the Project.

SECTION 6.5. Application of Net Proceeds of Insurance. The Net Proceeds of the insurance carried pursuant to the provisions of Section 6.4(a) hereof shall be received by the Lessee and shall then be paid and applied as provided in Section 7.1 hereof and the Net Proceeds of Insurance carried pursuant to the provisions of Section 6.4(b) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance is carried.

SECTION 6.6. Advances by the County or the Agent. In the event the Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Project in as reasonably safe condition as its operations will permit, or shall fail to keep the Building and the Leased Equipment in good repair and good operating condition, or shall otherwise fail to comply with any covenant or agreement contained in or incorporated into this Agreement, the County or the Agent may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or make the required repairs, renewals and replacements and take all other action that the County or the Agent may deem necessary to cause Lessee to comply with any covenant or agreement contained in or incorporated into this Agreement; and all amounts so advanced therefor by the County or the Agent shall become an additional obligation of the Lessee to the one making the advancement, which amounts, together with interest thereon at the Penalty Rate from the date thereof, the Lessee agrees to pay.