

employees of Owner, the Operator or others lawfully present at the Project Site, as reasonably determined by the Operator in accordance with Prudent Operating Practices.

11.2 Environmental Responsibilities of Operator

The Operator shall be responsible for, and the Operator shall reimburse Owner for, all reasonable costs associated with the clean-up, removal and/or remediation of any and all Hazardous Substances that were brought onto the Project Site by the Operator and that were released to the environment, to the extent such release of Hazardous Substances is caused by Gross Negligence of the Operator.

11.3 Notice of Release, Investigation and Response

If the Operator encounters or discovers at the Project Site: (i) any materials that it reasonably believes may be Hazardous Substances (excluding any Hazardous Substances brought onto the Project Site by the Operator) the presence or disturbance of which the Operator reasonably determines may present a threat or danger to human health, safety, or the environment; or (ii) any release of Hazardous Substances, it shall promptly notify Owner, and Owner shall undertake an investigation and/or response consistent with applicable Governmental Rules and Authorizations.

ARTICLE 12 INSURANCE

12.1 Operator's Coverage

The Operator shall obtain and maintain in force throughout the term of this Agreement and for each renewal thereafter, insurance coverage according to the following:

- 12.1.1 Insurance for the Operator's personnel in accordance with mandatory Governmental Rules.
- 12.1.2 General liability insurance.
- 12.1.3 Business Automobile Liability insurance as required by applicable law.
- 12.1.4 If the policies specified in this Section 12.1 are not available on reasonable deductibles and otherwise commercially reasonable terms, the Operator may, subject to the reasonable approval of Owner, obtain quotes for alternative coverage on terms that are reasonable and customary for electric generation facilities similar to the Facility.

12.2 Owner's Coverage

Owner shall obtain and maintain in force throughout the term of this Agreement and for each renewal thereafter, insurance coverage according to the following:

- 12.2.1 All risk property insurance providing coverage for the Facility in an amount not less than the replacement value per occurrence.
- 12.2.2 Boiler and machinery (machinery breakdown) insurance providing coverage for the Facility.
- 12.2.3 Insurance for Owner's personnel in accordance with mandatory Governmental Rules and Authorizations.

- 12.2.4 General liability insurance.
- 12.2.5 Business Automobile Liability Insurance as required by applicable law.
- 12.2.6 Business Interruption insurance providing coverage for the Facility for loss of income as a result of direct loss under the All Risk Property and Boiler & Machinery (Machinery Breakdown) insurance.
- 12.2.7 Third Party Liability Insurance covering personal injury (including bodily injury and death) and property damage to third parties.

12.3 Independent Contractor's Coverage

Owner and the Operator shall require all their respective independent contractors and subcontractors to obtain, maintain and keep in force for the time during which they are engaged in performing services in connection with the Facility, reasonable adequate coverage in accordance with Prudent Operating Practice and reasonably acceptable to Owner or the Operator, as the case may be, and to furnish acceptable evidence of such insurance upon request. Owner and the Operator shall have no responsibility for the payment of premiums and claims for such insurance.

12.4 Form and Content of Policies

All policies with respect to insurance maintained by the responsible Parties pursuant to this Article 12 shall:

- 12.4.1 With respect to liability insurance only, state that such insurance is primary, or excess only with respect to the specific primary policy provided by the same Party for such coverage, and not excess or contributing in respect to any other insurance (or self-insurance) available to Owner, the Operator or the additional insured and that all provisions thereof, except the limits of liability, shall operate in the same manner as if there were a separate policy covering each insured under each such policy;
- 12.4.2 Provide that the following cross liability clause is incorporated into each and every liability insurance policy: "In the event of claims being made by reason of: (i) personal and/or bodily injuries suffered by any employee or employees of one insured hereunder for which another insured hereunder is or may be liable; or (ii) damage to property belonging to any insured hereunder for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is made or may be made in the same manner as if separate policies have been issued to each insured hereunder, except with respect to the limits of insurance";
- 12.4.3 Provide that there will be no recourse against any additional insured for the payment of premiums or commissions, or deductibles or, if such policies provide for the payment thereof, additional premiums or assessments or deductibles, it being understood that these are obligations of the Party providing such insurance pursuant to this Agreement;
- 12.4.4 Waive any right of subrogation of the insurers against Owner, the Operator and the officers, directors and employees of each of them and any right of the insurers to any set off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such Person insured under such policy;

