

## ARTICLE IX

*Insurance*

1. The Construction Agent shall secure and maintain, at his own expense, insurance in appropriate amounts, satisfactory to the Government's authorized representative, covering the liability of tenants, their families and servants toward third parties, arising out of fire and explosion other than that caused by the results of hostilities or accidents resulting from offsite base activities.

2. The Construction Agent shall secure and maintain, at his own expense, appropriate amounts of public liability insurance.

## ARTICLE X

*Terms of Periodic Payments to the Construction Agent*

1. In consideration of the Construction Agent constructing, operating, maintaining and managing the project and holding the same available for tenancy as provided under Article III herein, and, subject to the continuing and satisfactory performance by the Construction Agent of each and all of his obligations under this contract, the Government of the United States guarantees that for a period of ten (10) years, commencing on the 15th day after the construction period as set forth in Article II above, subject to final acceptance for occupancy of all individual units, in accordance with Article VII above, the Government of the United States will make a minimum annual payment or provide equivalent annual monetary receipts, in an amount equal to the deficiency, if any, between (a) the amounts which the Construction Agent shall have in fact received in payment of rents as provided in subparagraph 1 of Article IV herein during the applicable annual accounting period and (b) 95% of the amount the Construction Agent would have derived during the applicable annual accounting period under the agreed rent schedule set forth in subparagraph (c) of Article IV, computed as if the project were fully occupied. Said guarantee of the Government of the United States is given without reservation.

2. Whenever the Construction Agent retains rents for his own account pursuant to Article IV during any one year in the total amount of \$..... (95%) ..... or more (not including any amounts received from undesignated tenants to cover charges levied by the Canadian Government in accordance with the Article VIII (2) tax provision), such retained rents shall constitute full payment in satisfaction of the obligations of the Government under paragraph 1 above, for such year. Whenever total rentals received from designated tenants and rents received and due from undesignated tenants (not including amounts collected to cover Article VIII (2) taxes) amount to a total sum less than \$..... (95%) ..... during any of the first ten (10) years after the project was first made available for 100% occupancy, the Construction Agent shall have the responsibility of notifying the authorized representative of the Government within thirty (30) days after the end of the applicable annual accounting period requesting a supplemental payment in such amount as may be required to provide a total annual payment (including retained rents but not amounts collected to cover Article VIII (2) taxes) to the Construction Agent of \$..... (95%) ..... Such supplemental payments will be made in U.S. dollars to a bank or financial institution designated by the Construction Agent and approved by the Government's authorized representative, within thirty (30) days following such notification and request.