

specifying the event of self-insurance coverage hereunder. Any insurance coverage provided by Developer shall be for the benefit of Developer and Owner, as their respective interests may appear. After each fifteen (15) years of the Easement Term, Developer shall adjust the limit of required insurance, if necessary, to a commercially reasonable amount.

12.2 Requirements of Policies. The insurance required in this Section 12 shall be with an insurance company or companies authorized to do business in the State of South Dakota. All the insurance policies referred to in this Section 12 shall contain a provision that they cannot be cancelled without first giving Owner thirty (30) days' notice in writing of the company's intention to do so. If Developer does not pay the premiums thereon when due, Owner may procure and maintain insurance and any such premium plus interest at the Default Interest Rate shall be payable to Owner with the next payment due pursuant to Section 5.

13. Indemnity.

13.1 Indemnity by Developer. Developer shall defend, indemnify and hold Owner harmless from and against all loss, damages, liability and claims of liability, for damage to property or injury to persons resulting from the activities of Developer, its agents, contractors, employees, guests, invitees, licensees and permittees (collectively, "Developer's Agents") on or about Owner's Property, except to the extent that such liability or loss is due to any negligent acts of Owner or its agents, employees, contractors, guests, invitees, licensees and permittees (collectively, "Owner's Agents"). Owner hereby waives any claims against Developer for damage or injury directly suffered by Owner arising as a result of any audible or electromagnetic noise, electrical interference, radio frequency interference, vibration, visual impacts, flicker, shadows or weather-related effects or hazards attributable to Developer's Operations on Owner's Property; provided that nothing herein shall be deemed to release Developer from its obligation to indemnify and hold harmless Owner from third party claims under the first sentence of this Section 13.1.

13.2 Indemnity by Owner. Owner shall defend, indemnify and hold Developer harmless from and against all liability and claims of liability, for damage to property or injury to persons resulting from the activities of Owner and Owner's Agents on or about Owner's Property during the Easement Term; except to the extent that such liability or loss is due to any acts of Developer or Developer's Agents.

13.3 Hazardous Materials.

13.3.1 Owner shall not violate, and shall indemnify Developer for, from and against any claims, costs, damages, fees or penalties arising from a present or future violation by Owner or Owner's agents or contractors of, any federal, state or local law, ordinance, order, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under Owner's Property.

13.3.2 Developer shall not violate, and shall indemnify Owner against, any claims, costs, damages, fees or penalties arising from a present or future violation by Developer or Developer's agents or contractors of any federal, state or local law, ordinance, order, or regulation