

rental received during the prior year for occupied space and the scheduled rental for unoccupied space as of such insurance renewal date)); (iv) with comprehensive general public liability insurance with combined single limit for bodily injury or property damage of \$2,000,000.00 with respect to any one accident or disaster; (v) sprinkler insurance and boiler insurance, if applicable; and (vi) such other insurance as may be required by Mortgagee from time to time. All such policies and renewals thereof (hereinafter referred to as the "policies") shall contain standard Mortgagee loss payable clauses naming Mortgagee as the "First Mortgagee" (in the policies covering the Premises legally described in Exhibit A attached hereto), as well as a standard waiver or subrogation endorsement and a non-contributory standard Mortgagee clause and shall be delivered, as issued, to Mortgagee, with premiums therefor paid in full by Mortgagor. All policies shall provide that they are non-cancellable by the insurer without first giving at least thirty (30) days prior written notice to Mortgagee of any intended cancellation. Mortgagor will give immediate written notice to Mortgagee of any loss or damage to the Mortgaged Property caused by any casualty. In case of policies about to expire, Mortgagor will deliver to and deposit with Mortgagee renewal policies not less than fifteen (15) days prior to the respective dates of expiration. Mortgagor will deliver and deposit with Mortgagee receipts for the payment of the premiums on all policies. In the event of foreclosure of this Mortgage, or assignment hereof by Mortgagee or transfer of title to the Mortgaged Property in extinguishment of Mortgagor's Liabilities, all right, title and interest of Mortgagor in and to any policies then in force shall pass to the purchaser, grantee or assignee.

(B) With respect to said insurance policies and the proceeds thereof:

(a) Full power is hereby conferred on Mortgagee:

- (i) to settle and compromise all claims under all policies;
- (ii) to demand, receive and receipt for all monies becoming due and/or payable under all policies;
- (iii) to execute, in the name of Mortgagor or in the name of Mortgagee, any proofs of loss, notices or other instruments in connection with all claims under all policies; and
- (iv) to assign all policies to any holder of Mortgagor's Liabilities or to the grantee of the Mortgaged Property in the event of the foreclosure of this Mortgage or other transfer of title to the Mortgaged Property.

(b) In the event of payment under any of the policies, the proceeds of the policies shall be paid by the insurer to Mortgagee, and Mortgagee, in its sole and absolute discretion, may:

- (i) apply such proceeds, wholly or partially, after deducting all costs of collection, including reasonable attorneys' fees, either