

or sale in foreclosure, provided that at such time such lease shall be in force and effect.

3. The Lessee shall obtain and pay the premiums of all policies of insurance required under the terms of the lease to be carried by the Lessee.

4. Said policies of insurance shall have attached thereto the standard mortgagee's certificate making loss thereunder payable to Mortgagee and shall be delivered to and held by Mortgagee.

5. If the premises are totally destroyed or so substantially damaged as to be untenable, by storm, fire, earthquake or other casualty insured against, or rendered partially untenable by any such casualty, the proceeds of the insurance policies herein mentioned shall be applied by the Mortgagee towards the cost of repairing, replacing and rebuilding such destruction or damage in accordance with the terms and provisions of said lease, except that, whenever by the terms of said lease approval for any of such repairs, replacements or rebuilding is required by the Owner, the same shall for the purposes of this agreement be deemed to require the approval of the Mortgagee as well, which approval shall not be unreasonably withheld. In the event of a disagreement concerning such repairs, replacements or rebuilding between the Owner and the Mortgagee then the consent of the Mortgagee will control.

6. This agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Owners have hereunto set their hands and seals and the Mortgagee and Lessee have caused this instrument to be executed by their duly authorized officers