

8.2. *Restoration.* In case of any damage to or loss or destruction of any part of the Mortgaged Properties, other than a Total Destruction, the Mortgagor thereof, whether or not the insurance proceeds, if any, on account of such damage, loss or destruction shall be sufficient for the purpose, at its expense will promptly commence and complete (subject to Unavoidable Delays) the restoration, replacement or rebuilding of such Mortgaged Properties as nearly as possible to their value, condition and character immediately prior to such damage, loss or destruction, with such alterations and additions as may be made at such Mortgagor's election pursuant to and subject to the conditions of section 4 (such restoration, replacement, rebuilding, alterations and additions, together with any temporary repairs and property protection pending completion of the work, being herein called "Restoration").

8.3. *Total Destruction.* In case of the destruction of such a substantial part of any Mortgaged Property of any Mortgagor that, in the good faith judgment of such Mortgagor, Restoration of such Mortgaged Property is not economically feasible, such Mortgagor may elect by written notice to Mortgagee given within 30 days after such destruction not to effect Restoration of such Mortgaged Property. Any destruction of any Mortgaged Property which results in such an election is herein called a "Total Destruction".

8.4. *Application of Insurance Proceeds.* All insurance proceeds received by Mortgagee on account of any damage to or loss or destruction of any part of the Mortgaged Properties (less the actual costs, fees and expenses incurred in the collection thereof) shall be applied or dealt with by Mortgagee as provided in the Intercreditor Agreement.

9. *Taking.*

9.1. *Notice; Assignment of Awards, etc.* In case of a Taking of any interest in the Mortgaged Properties, or the commencement of any proceedings or negotiations which might result in any such Taking, the Mortgagor thereof will promptly give written notice thereof to Mortgagee, generally describing the nature and extent of such Taking or the nature of such proceedings or negotiations and the nature and extent of the Taking which might result therefrom, as the case may be. Each Mortgagor hereby irrevocably assigns, transfers and sets over to Mortgagee all rights of such Mortgagor to any award or payment on account of any Taking and irrevocably authorizes and empowers Mortgagee, in the name of such Mortgagor or otherwise, to file what would otherwise be such Mortgagor's claim for any such award or payment and to collect and receipt for the same. Each Mortgagor will pay all costs, fees and expenses incurred in connection with any Taking and seeking and obtaining any award or payment on account thereof.

9.2. *Application of Awards, etc.* All awards and payments received by Mortgagee on account of a Taking of any interest in the Mortgaged Properties (less the actual costs, fees and expenses incurred in the collection thereof) shall be applied or dealt with by Mortgagee as provided in the Intercreditor Agreement.

10. *Indemnification of Mortgagee, etc.* Each Mortgagor will protect, indemnify and save harmless Mortgagee and each holder of any Note from and against all liabilities, obligations, claims, damages, penalties, costs and expenses (including, without limitation, attorneys' fees and expenses) which may be imposed upon or incurred by or asserted against any of them by reason of (a) any accident, injury or damage to any person or property occurring on or about the Mortgaged Properties of such Mortgagor or any part thereof; (b) any use, non-use or condition of such Mortgaged Properties or any part thereof; (c) any failure on the part of such Mortgagor to perform or comply with any of the terms hereof; and (d) any necessity to defend any of the rights, title or interests conveyed or credited by this Mortgage. Any amounts payable by such Mortgagor under this section 10 which are not paid within 10 days after written demand therefor shall bear interest from the date of such demand at the highest rate per annum then payable in respect of any of the Notes, and such amounts, together with such interest, shall be indebtedness secured by this Mortgage. In case any action, suit or proceeding is brought against Mortgagee or the holder of any Note by reason of any such occurrence, such Mortgagor, upon request of Mortgagee or the holder of any