

ARTICLE XVI
INSURANCE

(P)
A.W. of.

1. Tenant agrees to maintain and to pay for during the term of this Lease and any extension thereof, the following insurance covering the Leased Premises: Public Liability Insurance with limits of not less than One Million and 00/100 (\$1,000,000.00) Dollars as to any one accident, and Property Damage Insurance with limits of Fifty Thousand and 00/100 (\$50,000.00) Dollars as to each accident, with riders attached naming the Owner as one of the assureds. Tenant, upon request of Owner, shall deliver copies of all such policies to Owner, which policies shall provide that such insurance may not be cancelled unless Owner is notified in writing ten (10) days prior to any such cancellation.

2. Owner agrees to maintain and to pay for during the term of this Lease and any extension thereof, the following insurance covering the Leased Premises and the remainder of the Shopping Center: Public Liability Insurance with limits of not less than One Million and 00/100 (\$1,000,000.00) Dollars as to any one accident, and Property Damage Insurance with limits of Fifty Thousand and 00/100 (\$50,000.00) Dollars as to each accident, with riders attached naming the Tenant as one of the assureds. Owner, upon request of Tenant, shall deliver copies of all such policies to Tenant, which policies shall provide that such insurance may not be cancelled unless Tenant is notified in writing ten (10) days prior to any such cancellation.

3. Owner shall, during the entire term hereof and any extensions or renewals hereof, cause the building of which the Leased Premises are a part and building equipment therein (but not including Tenant's trade fixtures, furnishings and equipment, or personal property) to be kept insured against loss or damage by fire and such other risks as shall be normally insurable under the standard form of fire insurance policy with broad form extended coverage endorsement, in an amount not less than eighty (80%) per cent of the full insurable value thereof, but in any event in an amount sufficient to prevent Owner from becoming a co-insurer, and containing loss-payable clause in favor of Owner, First Mortgagee, Tenant and Leasehold Mortgagee, if any, as their respective interests may appear. Such policy shall contain a clause that the insurer will not cancel or change the insurance without first giving Tenant ten (10) days' prior written notice, and a copy of the policy or a certificate of insurance shall be delivered to Tenant. Tenant agrees to pay any insurance premium increase over and above standard rates for a business building brought about by nature of business.

4. All insurance shall be effected under valid and enforceable policies issued by insurers of recognized responsibility.

5. Owner and Tenant hereby waive any and all rights of recovery against the other for or arising out of damage to or destruction of the Leased Premises, the building of which the Leased Premises are a part and any other of their property from causes then included under standard fire and extended coverage insurance policies or endorsements and if any additional premium is required to effectuate such waiver, then such additional premium shall be paid by the beneficiary of such waiver of subrogation.

ARTICLE XVII
EMINENT
DOMAIN

If the whole or any part of the Leased Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the date the possession of that part shall be required for any public purpose, and the rent shall be paid up to that day. If such portion of the Leased Premises is so taken as to destroy the usefulness of the Leased Premises for the purpose for which the Leased Premises were leased, then, from that day,

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