

Properties are located.

16.2. Policy Provisions and Certificates. The insurance maintained by Lessee under clauses (a), (b), (c), (e) and (f) of Section 16.1 shall bear a non-contributory first mortgagee endorsement (or, if appropriate, a non-contributory lender's loss payable endorsement) in favor of the Trustees and shall name Lessor and Lessee as insureds as their respective interests may appear, with loss payable to the Trustees. The insurance maintained by Lessee under clauses (a), (c), (e) and (f) of Section 16.1 shall provide that all property losses insured against shall be adjusted by Lessee (subject to Lessor's approval of final settlement of estimated losses of Fifty Thousand Dollars or more) and the proceeds thereof shall be paid to the Trustee, to be applied in the manner hereinafter set forth in subsections 17.1 and 17.3. All insurance maintained by Lessee shall provide that (a) no cancellation or reduction thereof shall be effective until at least ten days after receipt by Lessor and the Trustees of written notice thereof, and (b) all losses shall be payable notwithstanding (i) any act or negligence of Lessee or Lessor, (ii) the occupation or use of any Leased Property for purposes more hazardous than permitted by the terms of such policy, (iii) any foreclosure or other action or proceeding taken by the Trustees pursuant to any provision of the Indenture upon the happening of an Event of Default, as defined therein, or (iv) any change in title or ownership of any of the Leased Properties or any part thereof. Lessee will, on the Commencement Date, furnish to Lessor and the Trustees certificates for such insurance, and not less than ten days before the expiration of any such insurance, a certificate evidencing the replacement or renewal thereof, together with written evidence that the premium therefor has been paid.

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