

Umbrella Liability Policy having a policy limit of not less than \$5,000,000.

provided by Lessee

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(c) All fire and extended coverage insurance covering the Demised Premises, but not including Lessee's chattels, equipment or trade fixtures shall be made out in the name of Lessor, Lessee and any fee mortgagee of which Lessee is notified and any leasehold mortgagee as their interests may appear, and shall provide that any proceeds payable thereunder shall be payable to the "Proceeds Holder" as hereinafter defined. The Proceeds Holder shall hold said funds and disburse the same in accordance with the terms hereunder. "Proceeds Holder" shall be deemed to mean any institutional first mortgagee and, if none, then any leasehold mortgagee and, if none, then the Lessee. (reference to extended coverage insurance is herein also referred to as casualty insurance coverage and is to be distinguished from liability coverage).

(d) Subject to the provisions of Subsection (h) hereof and Section 11 of this Lease, in the event of damage to or destruction by fire or other casualty of any buildings, improvements, Lessee shall promptly give notice thereof to Lessor and Lessee shall at its own cost and expense repair, rebuild, replace, remodel, (all of such work being sometimes referred to as the "restoration") in a manner which will restore the demised premises to their former condition or at Lessee's election, to the equivalent of the former condition provided that the restored Demised Premises shall not be diminished in overall value as a result thereof.

(e) If during the Term the Leased Premises shall be damaged or destroyed in any casualty and Lessee (if permitted to do so) does not give notice of its intention to purchase the Leased Premises as provided in subsection (h) of Section 10 of the Lease, or this Lease is not terminated pursuant to Sections 10 and 11 of this Lease, this Lease shall continue in force and effect, and Lessee shall continue to pay the Rent and Additional Rent hereunder, and Lessee shall repair, restore, rebuild or replace the same as provided in this Section.

(f) Any insurance proceeds held by a Proceeds Holder on account of any damage or destruction shall be made available to Lessee in the amounts requested by Lessee, upon receipt from Lessee of requests for payment of the then unpaid costs of the restoration, accompanied by (1) a certificate of Lessee and the supervising

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