

clause (A) above is properly allocated to each Property covered thereby. All insurance proceeds for losses, other than under public liability insurance policies, shall be payable to the Trustee under a standard form of mortgage clause providing in any event for payment to the Trustee notwithstanding any act or neglect of the mortgagor or owner of the property covered thereby, *provided*, that so long as no default shall have occurred and be continuing under either this Mortgage or the Lease, all insurance proceeds shall be paid directly to Lessee if not in excess of \$50,000 with respect to any one loss. Any insurer shall be entitled to assume conclusively that no such default has occurred or is continuing if such insurer has not been notified in writing by the Company or the Trustee of the existence of such a default. All public liability insurance policies shall name as insured persons the Company, Lessee and the Trustees. Each policy of insurance provided for in this Section 3.19 or certificate therefor shall contain an agreement by the insurer that such policy shall not be cancelled, materially altered or reduced in amount without at least 10 days' prior written notice to the Company and the Trustee. Upon the execution of this Mortgage, and thereafter not less than 15 days prior to the expiration dates of the expiring policies theretofore delivered pursuant to this Section, the Company shall, or shall cause Lessee to, deliver to the Trustee duplicate originals of policies (or certificates thereof issued by the insurers) for the insurance specified in this Section 3.19.

(D) *Proceeds.* All proceeds of insurance received by the Trustee under this Section shall be held by the Trustee and paid over or applied by the Trustee as provided in Article V.

The Company agrees to pay or reimburse the Trustee, at its request, for all costs, including counsel fees, which may be reasonably incurred by the Trustee in recovering or seeking to recover the proceeds of insurance made payable to it as provided in this Mortgage.

(E) *Adjustment.* In case of any loss in respect of any part of the Trust Estate covered by any policy or other contract of insurance, any adjustment and settlement of such loss which shall be agreed upon between the Company or the Lessee and any insurer, may be evidenced by an Officers' Certificate furnished to the Trustee.

(F) *Certificate.* The Company will furnish to the Trustee, forthwith upon the execution of this Mortgage and within 30 days

after April 1 in each year commencing April 1, 1965, and at any time upon the Trustee's reasonable request, an Officers' Certificate containing a statement of the insurance effected by the Company pursuant to this Section and then in force, and stating that said insurance complies with the covenants in this Section and in the Assigned Lease.

SECTION 3.20. *Indemnification of Trustees.* The Company will protect, indemnify and save harmless the Trustees 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 the Trustees or the Trust Estate or any part thereof by reason of (a) any accident, injury, or damage to any person or property occurring on or about the Trust Estate or any part thereof; (b) any use, non-use or condition of, or any work, improvements or conduct on, the Trust Estate or any part thereof; and (c) any failure on the part of the Company or Lessee to perform or comply with any of the terms hereof or of the Assignment, the Assigned Lease, the Genesco Agreement or any of the Ground Leases, and (d) any necessity to defend any of the rights, title or interest conveyed or created by this Mortgage or any of the foregoing. Any amounts payable to the Trustees under this Section 3.20 which are not paid within 10 days after written demand therefor by the Trustee shall bear interest at the rate of 6% per annum from the date of such demand, and such amounts, together with such interest, shall constitute indebtedness secured by this Mortgage.

In case any action, suit or proceeding is brought against the Trustees by reason of any such occurrence, the Company, upon request of the Trustee, will at the Company's expense resist and defend such action or proceeding, or cause the same to be resisted or defended, either by counsel designated by the Company and approved by the Trustee (such approval not to be unreasonably withheld) or, where such occurrence is covered by liability insurance, by counsel designated by the insurer.

SECTION 3.21. *To Keep Books; Inspection by the Trustee; to File Financial Statements.* The Company will keep proper books of record and account, in which full and correct entries shall be made