

to or ownership of the Property, (iii) provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by the Mortgagee of written notice thereof, and (iv) be reasonably satisfactory in all other respects to the Mortgagee. The Mortgagor shall not permit any condition to exist with respect to the Property which would wholly or partially invalidate any of the insurance thereon.

(b) The Mortgagee shall have the right but not the obligation, on behalf of the Mortgagor, to adjust and compromise any claims under such insurance, collect and receive the proceeds thereof and execute and deliver all proofs of loss, receipts, vouchers and releases in connection with such claims. The Mortgagee is hereby irrevocably appointed attorney-in-fact for the Mortgagor for such purposes, and the Mortgagor shall, upon request of the Mortgagee, execute any proofs of loss, receipts, vouchers and releases in connection with such claims. If the proceeds of such insurance with respect to any loss shall be less than \$100,000, such proceeds shall be paid to and applied by the Mortgagor towards restoration of the Building and/or Building Equipment in accordance with paragraph 8. If the proceeds of such insurance with respect to any loss shall be \$100,000 or more, all such proceeds shall be paid to the Mortgagee and the Mortgagee may deduct from such proceeds any expenses incurred by it in connection with the collection thereof. The Mortgagee may, at its option,