

all rules, regulations, requirements and orders of all governmental authorities or agencies now or hereafter affecting said premises or the sidewalks adjacent thereto or any buildings, structures, fixtures, equipment and improvements thereon or the use or occupancy thereof. Mortgagor agrees to indemnify and hold Mortgagee financially harmless from the consequences of any violation of such laws, ordinances, rules, regulations, requirements or orders, and Mortgagor further agrees that Mortgagor will not permit any unlawful occupation, business or trade to be conducted on said premises or any use to be made thereof contrary to any such law, ordinance, rule, regulation, requirement or order. The provisions of this paragraph are subject to Section 14(B) of the lease.

3. Mortgagor will continuously maintain or cause to be maintained hazard insurance (including fire and extended coverage insurance) with a responsible insurance company or companies authorized to do an insurance business in the state in which the Premises are located, covering all of the insurable Facilities now erected or situate on or which may hereafter be erected or situate on the Premises in amounts sufficient to prevent the Mortgagor and Mortgagee from becoming co-insurers under provisions of applicable policies of insurance but in any event in amounts not less than 90% of the full insurable value thereof, to protect against fire, explosion, and windstorm and such other risks as are now or hereafter customarily insured against to protect property used in a business similar to that now or hereafter conducted on the Premises, and will pay or cause to be paid promptly when due any premiums therefor. In the event of substantial loss, Mortgagor will give or cause to be given immediate notice by mail to Mortgagee, who may make proof of loss if such proof is not promptly made by Mortgagor or D-X, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged, provided, however, that, so long as the lease remains