

3.10 Borrower's Financial Condition. Borrower covenants and agrees to advise Lender in writing of any substantial change in Borrower's financial position within thirty (30) days of the occurrence of such change.

3.11 Tenant Finish. Borrower covenants and agrees that in the event all tenant finish has not been completed on or before November 17, 1984, Borrower shall escrow with Lender a sum sufficient to complete the remaining uncompleted tenant finish. Provided that Borrower is not in default hereunder, upon the completion of the remaining uncompleted tenant finish, Lender shall release such sums to Borrower. In the event of a default hereunder prior to such sums being turned over to Borrower, Lender shall have the right, at its sole option and in its sole discretion, to take such funds being held in escrow and apply the same against the Indebtedness or to use such funds for the completion of tenant finish.

3.12 Superior Mortgage. Borrower has executed and delivered a superior mortgage in favor of Paul A. Fleury, et al., dated October 25, 1983, which encumbers Tract II of the Premises ("Fleury Mortgage") and a superior mortgage in favor of T. Walter Brashier, dated October 25, 1983 which encumbers Tract III of the Premises ("Brashier Mortgage"). Borrower hereby covenants and agrees that an alleged default or event of default under the Fleury Mortgage and/or Brashier Mortgage shall constitute a Default hereunder whereby the Lender, at its option, may declare all sums secured hereby immediately due and payable and exercise its remedies as herein provided. Borrower agrees that the Lender may, at Lender's sole option and discretion, cure any such alleged defaults or events of default and advance any such amounts as may be required to cure any such alleged default or event of default and any such