

provided Lessee is not in default hereunder and no default exists under the Mortgage, and shall be paid by Lessor, or Mortgagee, to Lessee as hereinafter provided, from time to time, upon receipt by Lessor and Mortgagee, of the following:

(1) An Officers' Certificate dated not more than thirty days prior to the application for such withdrawal setting forth in substance as follows:

(i) That the sum then requested either has been paid or is justly due to contractors, subcontractors, materialmen, engineers, architects or other persons who have rendered services or furnished materials necessary or appropriate for any such construction, pursuant to the plans and specifications therefor referred to in Subsection (D) of this Section and giving a brief description of such services and the materials and the several amounts so paid or due to each of said persons in respect thereof, and stating the progress of such change or alteration pursuant to said plans and specifications up to the date of said Certificate;

(ii) That the sum then requested to be withdrawn, plus all sums previously withdrawn on account of such change or alteration, does not exceed the total cost thereof in so far as actually accomplished up to the date of such Certificate, and that the remaining moneys so deposited with Lessor or the Mortgagee will be sufficient to pay in full for the completion of such change or alteration;

(iii) That, except for the amounts, if any, stated in said Certificate, pursuant to clause (i) above, to be due for services or materials, there is no outstanding indebtedness which is then due and payable for labor, wages, services, materials or supplies in connection with such change or alteration which, if unpaid, might become the basis of a vendors', mechanics', laborers', materialmen's, statutory or other similar lien upon the premises or any part thereof;

(iv) That all materials and all property constituting the construction described in the said Certificate pur-

suant to the foregoing clause (i) is free and clear of all encumbrances, except Permitted Encumbrances;

(v) That no part of the several amounts paid and/or due, as stated in said Certificate pursuant to the foregoing clause (i), has been or is being made the basis of the withdrawal of any money so deposited with Lessor or the Mortgagee in any previous or then pending application, or has been paid out of the proceeds of insurance received by Lessee as provided in Section 9.3 hereof; and

(vi) That there exists no condition or event which at such time, or after notice or lapse of time or both, would constitute a default under this Lease, the Ground Leases, the Genesco Agreement, or the Assignment.

(g) At any time after the completion in full, pursuant to the plans and specifications therefor previously submitted under Subsection (D), of any construction in respect whereof such moneys were deposited, the whole balance of moneys so deposited with Lessor or the Mortgagee and then remaining on deposit may be withdrawn by Lessee, provided Lessee is not in default hereunder and no default exists under the Mortgage, and shall be paid to Lessee upon receipt by Lessor, or the Mortgagee, of an Officers' Certificate dated not more than five days prior to the application for such withdrawal setting forth in substance as follows:

(1) That such construction in respect of which such moneys were deposited has been completed in full pursuant to the plans and specifications therefor previously filed with Lessor under Subsection (D) of this Section;

(2) That all amounts which Lessee is or may be entitled to withdraw under Subsection (F) of this Section on account of services rendered or materials furnished in connection with such construction have been withdrawn under said Subsection (F);

(3) That all amounts for whose payment Lessee is or may become liable in respect of such change or alteration have been paid in full; and

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