

sum then requested does not exceed the reasonable cost of the services and materials described in said Certificate;

(ii) that, except for the amount, if any, stated in such Certificate to be due for services or materials, there is no outstanding indebtedness known to the persons signing such Certificate, after due inquiry, which is then due for labor, wages, materials, supplies or services in connection with such restoration which, if unpaid, might become the basis of a mechanics', laborers', materialmen's, suppliers' or vendors' or other liens upon such restoration or upon the Property affected;

(iii) specifying the additional amount, if any, required for the completion of such restoration;

(iv) that such restoration will restore the Property affected to at least the value as existed immediately prior to such damage or destruction;

(v) 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.

Notwithstanding the foregoing, no payment pursuant to this Section 9.3 shall be made which would reduce the balance of insurance moneys held by Lessor or the Mortgagee below the additional amount required to complete such restoration and specified as such in clause (iii) of the certificate required by this Section 9.3. If such restoration involves expenditures in excess of \$100,000 the statements required by clauses (i) through (iv) of this Section 9.3 shall also be certified by the architect or engineer in charge of the restoration.

Upon receipt by Lessor and the Mortgagee of satisfactory evidence of the character required by this Section 9.3 that such restoration has been completed and has been paid for in full and that there are no liens of the character referred to in this Section 9.3, any balance of the insurance moneys at the time held by Lessor or the Mortgagee shall, unless a default shall have occurred and be continuing under this Lease, the Mortgage, the Genesco Agreement or the Assignment, be paid to Lessee. If the cost of such restoration shall exceed the amount of insurance proceeds, such deficiency shall be paid by Lessee.

(2) If pursuant to Section 9.2, Lessee purchases a Property which is the subject of damage or destruction, then upon the consummation of such purchase pursuant to Section 9.2, all said insurance moneys in respect of said Property shall be paid over, or the right to claim and receive such moneys shall be assigned to, Lessee, provided no default shall have occurred and be continuing under this Lease, the Mortgage, the Assignment or the Genesco Agreement.

## ARTICLE 10

### Condemnation

10.1. *Condemnation Resulting in Partial Termination; Purchase of Property.* If during the term of this Lease an entire Property is taken by a Taking, this Lease shall forthwith terminate upon such Taking with respect to such Property, and Lessee shall pay to Lessor the Purchase Price of such Property as hereinafter provided. If less than an entire Property is taken by a Taking, this Lease shall forthwith terminate as to the part so taken, and if such a substantial part of a Property is so taken that Lessee's Executive Committee, in the good faith exercise of its judgment, deems (i) the portion of the premises remaining after such Taking is (and after any restoration pursuant to Section 10.2(e) hereof would be) unsuitable for use by Lessee, or its subtenants, in the operation of its, or their, business, or that (ii) such restoration is not economically feasible, then Lessee shall purchase the Property which is the subject of such Taking. On the Installment Date next occurring after the expiration of sixty days from the date of vesting of title in the condemnation proceeding, Lessee shall pay to Lessor the Purchase Price of such Property determined at said Installment Date in accordance with Section 6.4 and shall take all action and deliver all documents required pursuant to Section 4.03 of the Mortgage for release of said Property from the Mortgage and the Assignment and shall comply with the conditions specified in clauses (iii), (iv), (v), (viii), (ix) and (x) of Section 6.3, and shall (in the case where less than an entire Property is the subject of such Taking) deliver