

for labor, services and materials enforceable by lien upon the Premises have been paid in full or provision acceptable to Mortgagee has been made therefor; and, if such disbursement is the disbursement of the final balance of such proceeds, (C) a certificate of such architect or engineer that such restoration has been completed in good and workmanlike manner and in accordance with all laws, rules, regulations, orders, codes and ordinances then applicable to such restoration; and (D) an estoppel certificate satisfactory to Mortgagee from each tenant occupying or leasing space in the Premises that its lease is in full force and effect.

(d) If Mortgagor fails within a reasonable time, subject to delays beyond Mortgagor's control (other than lack of funds), to restore the Premises after having commenced such restoration, Mortgagee, at its option, may restore the Premises for and on Mortgagor's behalf and may do any act or thing as Mortgagee deems necessary or appropriate to that end.

(e) Any proceeds in excess of the amount used in payment of the restoration shall be used to repay the Indebtedness secured by this Mortgage.

(f) If any of the foregoing conditions are not or cannot be met within one hundred eighty (180) days of such loss or taking, upon thirty (30) days' notice to Mortgagor, the provisions of Paragraph 1.03(b) of this Mortgage relating to disposition of proceeds shall again become applicable. Mortgagee shall in no event be liable for the performance or observance of any covenant or condition arising under any lease in connection with the Premises nor obligated to take any action to restore the Premises. Notwithstanding anything to the contrary herein contained, the foregoing agreements of Mortgagee are subject always to the right and option of Mortgagee to apply all or any portion of such proceeds to cure any Default existing or arising at any time or times in the terms, covenants and conditions of this Mortgage.

(g) At least thirty (30) days prior to the expiration date of each policy maintained pursuant to this Paragraph 1.03,

