

accompanied by a written certificate of a competent architect (such architect to be acceptable to Lessor and Lessee) stating that the sum requested is justly due to the contractors, subcontractors, materialmen, laborers, engineers, architects or other persons, firms or corporations rendering services or materials in connection with the work. Upon completion of the work and payment therefor in full by Lessee, the Escrow Agent shall turn over to Lessee, upon submission of proof satisfactory to the Escrow Agent that the work has been thus fully paid for, any funds then remaining in the Escrow Account. Notwithstanding the foregoing, however, if the Escrow Agent (upon motion of Lessor or otherwise) shall determine that the funds in the Escrow Account are clearly not sufficient to fully pay for and complete the work, free and clear from all claims and demands of contractors, subcontractors, mechanics, laborers, materialmen and others (not including any First Mortgagee), then and in such event Lessee shall, within sixty (60) days of such determination, deposit sufficient additional funds in the Escrow Account so that the funds therein will be clearly sufficient to fully pay for the work as aforesaid. In the event that Lessee (if so required by the foregoing provisions) does not thus deposit such additional funds, then and in any such event all of the insurance proceeds (or so much thereof as may then remain after application of the foregoing provisions of this Article 7) shall, at the option of Lessor, be at once paid over to Lessor as liquidated, ascertained and agreed damages to Lessor, and thereupon, at the option of Lessor, this Lease and the term created hereby shall terminate. Such termination shall relieve Lessee of its duties, obligations and liabilities hereunder.

ARTICLE 8

Rent, Term and Covenants Absolute

Subject to the provisions of Article 7 hereof, in the event the leased premises or the improvements located thereon are partially or wholly destroyed by fire or other casualty, the rent herein reserved shall not be reduced or abated in any amount nor shall the term of this Lease be extended, and this Lease and the respective obligations of the Lessor and Lessee hereunder shall continue in full force and effect in all respects.

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