

architect or engineer or other individual selected by Lessee having supervisory responsibility for the restoration, describing in reasonable detail the work performed and materials used for which reimbursement is requested and the costs incurred by Lessee relating thereto; and certifying (aa) that the amount requested has not theretofore been disbursed by the Proceeds Holder to Lessee and (bb) the additional amount, if any, required to complete the restoration, and (ii) evidence reasonably satisfactory to the Proceeds Holder that there exists no mechanic's or other similar lien, encumbrance or charge against any part of the Demised Premises or upon Lessee's leasehold interest therein except such, if any, as are to be discharged by application of the amount for which request is being made. Upon completion of the restoration as certified to the Proceeds Holder by a certificate of Lessee and the supervising architect or engineer or other individual selected by Lessee having supervisory responsibility for the restoration and upon proof of the non-existence of any mechanic's or other similar liens, charges or encumbrances affecting any portion of the demised premises and/or Lessee's interest therein, any insurance proceeds in the possession of the Proceeds Holder not theretofore disbursed for restoration shall be paid to and be the property of Lessee.

(g) If the insurance proceeds received by Lessee in connection with any casualty shall be insufficient to pay the cost of the casualty restoration, Tenant shall, subject to the provisions of subsection (h) of Section 10 and Section 11/nevertheless, perform and fully pay for the casualty restoration to the Demised Premises.

(h) (A) If at anytime during the term of this Lease as the same may be extended, 10% or more of the then value of the Leased Premises shall be damaged or destroyed in any casualty so that, in the reasonable judgment of the board of Directors of THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC., expressed by certified resolution delivered to lessor that the Leased Premises have been rendered substantially unusable for the purposes intended in the business of Lessee and Lessee has