

(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', materialman's, suppliers' or vendors' or other lien upon such restoration or upon the Property or any part thereof;

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

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

(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 Mortgage, the Genesco Agreement, the Assigned Lease, the Ground Leases, or the Assignment.

Notwithstanding the foregoing, no payment pursuant to this Section 5.02 shall be made which would reduce the balance of insurance moneys held by the Trustee below the additional amount required to complete such restoration and specified as such in clause (iii) of the certificate required by this Section 5.02. If such restoration involves expenditures in excess of \$100,000 the statements required by clauses (i) through (iv) of this Section 5.02 shall also be certified by the architect or engineer in charge of the restoration.

Upon receipt by the Trustee of satisfactory evidence, of the character required by this Section, 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, any balance of the insurance moneys at the time held by the Trustee shall, unless the Company is in default hereunder or under the Assignment, or Lessee is in default under the Assigned Lease or the Genesco Agreement, be paid to the Lessee in accordance with the provision of Section 9.3 of the Assigned Lease. If the cost of such restoration shall exceed the amount of insurance proceeds, the Company either shall pay such deficiency or shall cause such excess to be paid by the Lessee.

(2) If Lessee purchases a Property which is the subject of damage or destruction pursuant to Section 9.2 of the Assigned Lease and said Property has been released from the lien of this Mortgage pursuant to Section 4.03, then upon the consummation of such purchase and release pursuant to said Sections, all moneys paid to the Trustee under policies of insurance pursuant to Section 3.19 in respect of said Property shall be paid over, to the right to claim and receive such moneys shall be assigned, to Lessee, provided no default exists under this Mortgage, the Assignment, the Genesco Agreement or the Assigned Lease.

SECTION 5.03. *Application of Assigned Moneys.* Except as otherwise provided in this Article V, all moneys collected pursuant to the Assignment by the Trustee or any receiver shall be disposed of as follows: Unless and until one or more Events of Default shall have happened and be continuing to the Trustee's knowledge, (i) any moneys received by the Trustee as payments of fixed rent (and interest on any overdue installment thereof) under the Assigned Lease shall be applied to the Installment Payments (and interest on any overdue amount thereof) in respect of all Notes at the time outstanding, on the Installment Dates on which such Installment Payments become due, and (ii) any moneys received by the Trustee as additional rent under the Assigned Lease shall be applied promptly by the Trustee to the purpose or purposes for which such moneys were paid pursuant to such Assigned Lease or as specified in this Mortgage.

SECTION 5.04. *Prepayments on Account of Cash Deposited on Property Withdrawals.* Moneys received by the Trustee pursuant to said Section 4.03 shall, upon the release of Property pursuant to said Section 4.03, be applied, as provided in Sections 1.05 and 6.05, to the total or partial prepayment of the then outstanding Notes at or on account of the unpaid principal amount thereof on the Installment Date on which such release is effected.

SECTION 5.05. *Prepayments on Account of Deposited Cash.* Moneys received by the Trustee pursuant to Sections 4.01 or 5.01, or received by the Trustee as payment for any loss under any policy