

building and improvements or for the furnishing of labor or materials therefor, or when so required by Lender fails to obtain the acceptance by Lender of such persons;

(i) if the building and improvements, in the exclusive judgment of Lender, shall not be completed on or before the "Completion Date", as said term is hereinafter defined;

(j) if Borrower is unable to satisfy any condition of its right to the receipt of an advance hereunder for a period in excess of 30 days;

(k) if a lien for the performance of work or the supply of materials be filed against the Premises and remains unsatisfied or unbonded at the time of any request for an advance or for a period of 20 days after the date of filing thereof;

(l) if at the time any advance is due to Borrower the title to the Premises is not satisfactory to Lender's counsel, regardless of whether the lien, encumbrance or other defect existed at the time of any prior advance;

(m) if the building and improvements erected on the Premises shall, in the opinion of Lender's counsel, materially encroach upon the street or upon