

(f) If all or any part of the Premises shall be damaged by fire or other casualty, the Borrower will promptly restore the Premises to the equivalent of its original condition; and if a part of the Premises shall be damaged through condemnation, the Borrower will promptly restore, repair or alter the remaining portions of the Premises in a manner satisfactory to the Lender. Notwithstanding the foregoing, the Borrower shall not be obligated so to restore, repair or alter unless in each instance, the Lender agrees to make available to the Borrower (pursuant to a procedure satisfactory to the Lender) any net insurance or condemnation proceeds actually received by the Lender hereunder in connection with such casualty loss or condemnation, to the extent such proceeds are required to defray the expense of such restoration, repair or alteration; provided, however, that the insufficiency of any such insurance or condemnation proceeds to defray the entire expense of restoration, repair or alteration shall in no way relieve the Borrower of its obligation to restore, repair or alter. In the event all or any portion of the Premises shall be damaged or destroyed by fire or other casualty or by condemnation, the Borrower shall promptly deposit with the Lender a sum equal to the amount by which the estimated cost of the restoration of the Premises (as determined by the Lender in its good faith judgment) exceeds the actual net insurance or condemnation proceeds with respect to such damage or destruction.

1.07 Leases, Contracts, Etc.

(a) As additional collateral and further security for the Indebtedness, the Borrower does hereby assign to the Lender all of the Borrower's interest in any and all leases, tenant contracts, rental agreements, franchise agreements,

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