

Mortgagor, at its expense, shall promptly prepare and submit to Mortgagee all plans and specifications necessary for the restoration and repair of the damaged Mortgaged Property, together with evidence acceptable to Mortgagee setting forth the total expenditure needed for the restoration and repair based upon a fixed price contract with a reputable builder. The plans and specifications for the proposed restoration and repair shall be subject to Mortgagee's approval. In the event the insurance proceeds held in the Restoration Account are insufficient to complete the restoration and repair, Mortgagor shall provide Mortgagee with evidence satisfactory to Mortgagee that adequate funds are available to pay the difference between the amount then held in the Restoration Account and the total contract price for the restoration and repair. Mortgagor shall promptly commence restoration and repair of the damaged Mortgaged Property and shall proceed diligently until the restoration and repair is completed. Disbursements shall be made from the Restoration Account for the restoration and repair in accordance with a disbursement schedule set forth in the construction contract after payment of any costs of the restoration and repair not covered by the insurance proceeds held in the Restoration Account. Any funds remaining in the Restoration Account after payment of the cost of the restoration and repair, at Mortgagee's option, may be applied by Mortgagee to the payment of the Obligation, whether or not then due, in accordance with the terms of the Intercreditor Agreement, or may be disbursed to Mortgagor. All funds held in the Restoration Account are hereby assigned to Mortgagee as further security for the Obligation. Mortgagee, at any time, may apply all or any part of the funds held in the Restoration Account to the curing of any Event of Default.

5.4 Mortgagor shall pay or cause to be paid all taxes and assessments of every kind, nature and description levied or assessed on or against the Mortgaged Property and shall deliver to Mortgagee, at least ten (10) days before they become delinquent, receipts showing payment of all such taxes and assessments and shall pay when due all dues and charges for water and water delivery, electricity, gas, sewers, waste removal, bills for repairs, and any and all other claims, encumbrances and expenses incident to the ownership of the Mortgaged Property. Mortgagor may contest in good faith the validity or amount of any tax, assessment or charge, provided that Mortgagor shall have established a reserve therefor that is adequate in the good faith judgment of Mortgagor. Upon the final determination of Mortgagor's contest, Mortgagor shall promptly pay all sums determined to be due.

5.5 Mortgagor shall not create, or permit the filing or recording of, any Lien against the Mortgaged Property other than the Permitted Exceptions and any Lien permitted under the terms of the Loan Agreement that is also permitted under the terms of the Bank Credit Agreement and the Senior Note

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