

(i) Mortgagor shall furnish to Mortgagee evidence satisfactory to Mortgagee of the total cost of restoration, replacement or rebuilding of the remainder of the Property as nearly as possible to its value, condition, and character prior to Condemnation (such restoration, replacement and rebuilding together with any temporary repairs and property protection pending completion of the work, being herein called "Restoration") and that the remainder of the Property so restored will be able to be operated efficiently and economically for substantially the same purposes as those for which the Property is used at the date of condemnation. Mortgagee shall deposit all Net Condemnation Proceeds with the Investor Institution. The Investor Institution shall hold all Net Condemnation Proceeds until such time as Mortgagor shall have available and shall deposit with the Investor Institution the total amount of money which, when added to the Net Condemnation Proceeds on hand, shall be sufficient to pay the cost of Restoration. If the Lease or the Improvements Lease has terminated, or if Mortgagor delivers to Mortgagee an estimate accompanied by evidence of the accuracy thereof, reasonably satisfactory to Mortgagee, showing that the total cost of Restoration exceeds the Net Condemnation Proceeds, then Mortgagor shall have no obligation to so restore the Improvements and the Investor Institution shall pay all Net Condemnation Proceeds received by it to Mortgagee for application first to the prepayment of the Note, second to the payment of any other indebtedness that is secured by this Mortgage and third, to the extent proceeds remain after the foregoing payments, to Mortgagor.

(ii) After the conditions of Section 1.10(c)(i) of this Mortgage have been complied with (and if the Net Condemnation Proceeds are not paid as provided in the last sentence of such Section because the Lease has not terminated regardless of whether the Improvements Lease has terminated or not), Mortgagor shall be entitled to receive from the Investor Institution Net Condemnation Proceeds only upon written direction from Mortgagee. Mortgagor shall deliver to Mortgagee a request for disbursement of the Net Condemnation Proceeds ("Request for Condemnation Proceeds"). Each Request for Condemnation Proceeds shall be accompanied by (a) a certificate of Mortgagor (each, a "Mortgagor's Condemnation Certificate") that describes the portion of the Restoration for which Mortgagor is requesting payment, sets forth the cost of such portion of the Restoration and states that Mortgagor has not theretofore received payment for such cost and (b) a certificate of an independent architect satisfactory to Mortgagee (each an "Architect's Condemnation Certificate")