

business day period shall constitute and be deemed Trustor's consent and approval to Beneficiary's settlement of the applicable claim for an amount not less than the Beneficiary Approved Settlement Amount.

(iii) In the event of a Casualty that exceeds fifteen percent (15%) of the FMV of the Premises and Improvements, Beneficiary may settle and adjust any claim related thereto without the consent of Trustor and agree with the insurance company or companies on the amount to be paid on the loss, and the proceeds of any such policy shall be due and payable solely to Beneficiary and held in escrow by Beneficiary in accordance with the terms of this Deed of Trust.

(iv) In the event of (A) a Taking for which the Award is equal to or less than fifteen percent (15%) of the FMV of the Premises and Improvements or the Taking renders fifteen percent (15%) or less of the rentable square feet of the Improvements untenable or (B) in the event of a Casualty where the loss is in an aggregate amount equal to or less than thirty percent (30%) of the FMV of the Premises and Improvements or the Casualty renders thirty percent (30%) or less of the rentable square feet of the Improvements untenable, and (1) no Event of Default or an event which with notice and/or the passage of time would constitute an Event of Default exists and (2) in the reasonable judgment of Beneficiary (i) the Trust Property can be restored within the time period that business income interruption insurance will be payable under the coverage obtained by Trustor pursuant to Paragraph 2(a)(ii) above and in all events not less than six (6) months prior to the stated Maturity Date, (ii)(x) as restored the FMV of and the net income (i.e., gross revenues less all customary and regular operating expenses, including debt service) from the Trust Property will not be less than the FMV of and net cash flow from the Trust Property that existed immediately prior to the Casualty or Taking or (y) Leases covering in the aggregate not less than sixty-five percent (65%) of the rentable square feet of the Improvements will be in full force and effect during and upon completion of the Repair Work (defined below), (iii) all necessary government approvals will be obtained to allow the rebuilding and reoccupancy of the Improvements, and (iv) there are sufficient sums available (through insurance proceeds, the Award and contributions by Trustor, the full amount of which contribution shall at Beneficiary's option have been deposited with Beneficiary) for the Repair Work (including, without limitation, for any reasonable costs and expenses of Beneficiary to be incurred in administering the Repair Work) and for payment of the Debt as it becomes due and payable during the Repair Work, then, and only then, the proceeds of insurance or of the Award (after reimbursement of any expenses incurred by Beneficiary) shall be applied in the manner set forth below to reimburse Trustor for the cost of restoring, repairing, replacing or rebuilding (collectively the "Repair Work") the Trust Property or part thereof subject to the Casualty or Taking. Trustor hereby covenants and agrees to commence and diligently to prosecute the Repair Work; provided always, that Trustor shall pay all costs (and if required by Beneficiary,