

Trustor shall deposit the total thereof with Beneficiary in advance) of the Repair Work in excess of the net proceeds of insurance or Award made available pursuant to the terms hereof.

(v) Except as provided above in Subparagraph 4(a)(iv), in the event of any Casualty or Taking Beneficiary may elect in its absolute sole discretion and without regard to the adequacy of the security for the Debt, to (A) apply the proceeds of insurance collected upon any Casualty or Award collected upon any Taking to the payment of the Debt, with or without accelerating the Maturity Date of the Note and declaring the entire outstanding Debt to be immediately due and payable, or (B) hold the insurance proceeds or Award proceeds and make them available to Trustor for the cost of the Repair Work in the manner set forth below. If Beneficiary elects under this Subparagraph to apply the proceeds of insurance or Award to the payment of the Debt and no Event of Default or an event which with notice and/or the passage of time would constitute an Event of Default exists, any such application to the Debt shall be considered an Involuntary Prepayment not requiring payment of the prepayment consideration set forth below. If an Event of Default or an event which with notice and/or the passage of time would constitute an Event of Default exists and any proceeds of insurance or of an Award are applied to the Debt then Trustor shall pay to Beneficiary an additional amount equal to the greater of (1) the Yield Maintenance Premium (hereinafter defined), if any, that would be required hereunder if an Involuntary Prepayment (as hereinafter defined) had been defeased, or (2) three percent (3%) of the Involuntary Prepayment. The term "Involuntary Prepayment" shall mean an amount or amounts that Beneficiary receives representing (i) insurance proceeds or other payments as a result of a Casualty, or (ii) Awards or other payments made in connection with a Taking. If Beneficiary elects to apply the proceeds of insurance collected upon any Casualty or Award collected upon any Taking to the payment of the Debt and the amount of such proceeds so applied do not pay the Debt in full, Trustor shall have the right on the next regularly scheduled payment date under the Note to prepay the entire remaining outstanding Debt together with an additional amount equal to the greater of (1) the Yield Maintenance Premium, if any, that would be required hereunder if such remaining outstanding portion of the Debt had been defeased, or (2) three percent (3%) of such remaining outstanding balance. Any application to the Debt pursuant to this Subparagraph 4(a)(v) shall (I) be applied to those payments of principal and interest last due under the Note but shall not postpone any payments otherwise required pursuant to the Note other than such last due payments and (II) cause the Note to be re-amortized in accordance with its terms and conditions.

(vi) In the event Trustor is either entitled to disbursements from the insurance proceeds or Award proceeds held by Beneficiary or Beneficiary elects to make such proceeds available to Trustor for the Repair Work, such proceeds shall be disbursed to Trustor for costs and expenses incurred by Trustor for the