

or otherwise and if the Leasehold estate is not subject to the lien of a first mortgage, an amount equal to the unpaid principal and all other sums secured by said First Mortgage, plus unpaid interest to date of the First Mortgagee's acquisition of the Leasehold or of Tenant's interest thereunder, plus costs of such foreclosure or acquisition.

(b) To the Lessor: value of the premises, subject to the ground lease to Lessee or \$1,000,000.00, whichever is greater.

(c) To the Lessor: satisfaction of default of Lessee under this Lease.

(d) To Lessee: value of leasehold

In the event that the condemnation award shall be insufficient to satisfy the payments described in clause (c), the Lessee shall deposit sufficient funds to satisfy the same in said special bank account and such deposit shall be paid to the Lessor.

If only such part of the demised premises or the buildings, or both, be so taken so that no termination is effected pursuant to the preceding paragraph hereof, then the net condemnation award shall be paid to the Lessee and the Lessee shall repair and restore the demised premises and the buildings and the building service equipment to proper condition for use and occupation by Lessee; and excess proceeds allocable to the land shall be paid to the Lessor and excess proceeds allocable to the improvements shall be paid to Lessee or at the option of the Leasehold Mortgagee to be applied in reduction of the Mortgage debt. If no restoration is necessary, that portion of the award allocable to the land shall be paid to the Lessor and that portion allocable to buildings and/or improvements so taken by condemnation shall be paid to the Lessee subject to the option of the holder of the First Leasehold Mortgage to apply any such payment made to the Lessee in reduction of the Mortgage debt. In the event of such partial taking, there shall be an abatement of rent as to any portion of the premises so taken from the time of such taking until the repair and restoration of the demised premises and the buildings and the building service equipment as provided hereinabove, provided, however, if any part of the net condemnation award shall be paid to Lessor, the rent shall permanently be reduced by an amount equal to ten (10%) per cent of the amount of the award paid to Lessor."

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