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SECTION 11. CONDEMNATION AND EMINENT DOMAIN.

Any and all awards (the "Awards") heretofore or hereafter made or to be made to the then owner of the Premises, by any governmental or other lawful authority for the taking, by condemnation or eminent domain, of all or any part of the Premises, (including any award from the United States government at any time after the allowance of a claim therefor, the ascertainment of the amount thereto, and the issuance of a warrant for payment thereof), are hereby assigned by the Developer to the Co-Mortgagees, which Awards the Co-Mortgagees are hereby authorized to collect and receive from the condemnation authorities, and the Co-Mortgagees are hereby authorized to give appropriate receipts and acquittances therefor in the name and in behalf of the Developer. The Developer shall give the Co-Mortgagees immediate notice of the actual or threatened commencement of any condemnation or eminent domain proceedings affecting all or any part of the Premises and shall deliver to the Co-Mortgagees copies of any and all papers served in connection with any such proceedings. The Developer is hereby authorized to settle and adjust the Award with the consent of the Co-Mortgagees. The Developer further agrees to make, execute, and deliver to the Co-Mortgagees, at any time upon request, free, clear, and discharged of any encumbrance of any kind whatsoever, any and all further assignments and other instruments deemed reasonably necessary by the Co-Mortgagees for the purpose of validly and sufficiently assigning all Awards and other compensation heretofore and hereafter made to the Developer for any taking, under any such proceeding. As long as no Default exists hereunder, the Developer is entitled to receive for its own account Awards made for any temporary requisitioning of the Premises or any portion thereof for a period of less than 6 months. If no Default shall then exist hereunder the Developer, with the consent of the Surety, may elect to prepay the First Secured Note and redeem the Bonds in whole from the proceeds of such Award in accordance with Section 4.06(a) of the Loan Agreement or to have the proceeds of such Award applied to the cost of restoring, replacing or rebuilding the damages caused by such taking subject to the conditions and in accordance with the standards set forth in Section 10 hereof.

SECTION 12. PREPAYMENT OF FIRST SECURED NOTE AND REDEMPTION OF BONDS.

The First Secured Note may be prepaid by the Developer in accordance with the provisions of Sections 10 and 11 hereof upon the terms and conditions contained therein. The Developer will give any and all notices and exercise any and all options and elections, which may be required in connection with such application of funds, including the notices and certifications required in connection with a prepayment of the First Secured Note and redemption of the Bonds under Section 4.06 of the Loan Agreement and Section 4.02 of the Indenture. In the event the Developer shall default in such obligation, the Surety is hereby authorized to give any and all such notices and to exercise any and all such options and elections which the Developer shall fail or refuse to give or exercise upon demand, in the name and on behalf of the Developer.

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