

of the Property or any part thereof or interest therein shall fail to comply or cause to be complied with the provisions of the Lease pursuant to which said purchase is being made, the Mortgagee shall, and is hereby irrevocably appointed the agent and attorney-in-fact of the Mortgagor and of any and every future owner of the Property or any part thereof or interest therein to comply with said provisions, including, without limitation, the execution and delivery in the name of and in behalf of the Mortgagor or such other owner of deeds or other instruments of conveyance of the Property or said part or interest to the Lessee; provided, however, that the provisions of this sentence shall not prevent any default in the observance or performance of any covenant, condition or agreement contained in this paragraph 10 from constituting an Event of Default pursuant to any provision of paragraph 15. Each deed or other instrument of conveyance executed and delivered by the Mortgagee pursuant to this paragraph 10 shall be binding upon the Mortgagor and every future owner of the Property or any part thereof or interest therein with the same effect as if the Mortgagor and every such owner had personally executed and delivered the same, and every such owner by its receipt or acquisition of any right, title or interest in the Property or any part thereof thereby irrevocably appoints the Mortgagee its agent and attorney-in-fact with full power and authority to execute and deliver such deed or other instruments of conveyance in its behalf and name.

11. Condemnation. The Mortgagor, promptly upon obtaining knowledge of the institution of any proceedings for the condemnation of the Property or any part thereof, will notify the Mortgagee of the pendency of such proceedings. In the event that the Property or any part thereof is taken in or by any such condemnation proceedings or otherwise, the award or compensation payable to the Mortgagor shall be paid, and is hereby assigned, to the Mortgagee, subject to the obligation of the Mortgagee to pay the same or a portion thereof to the Lessee to the extent that the Lessee is entitled thereto under any applicable provision of the Lease. Any such award or compensation received by the Mortgagee shall be paid over to the Lessee to the extent it is entitled to receive the same under the provisions of the Lease and only upon the conditions therein set forth. No such payment shall be made if any default on the part of Lessee shall have happened and be continuing under the Lease.