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case of damage to a Premises exceeding \$50,000.00 shall be effective unless the Company's written consent thereto has been obtained which consent shall not be unreasonably withheld;

(ii) policies or certificates of the insurance required under the Net Lease to be carried by the Lessee shall be forwarded to the Company;

(iii) no settlement of any award for condemnation damages in the case of damage to the Premises exceeding \$50,000.00 shall be effective unless the Company's written consent thereto has been obtained, which consent shall not be unreasonably withheld;

(iv) rejection by Assignor of an offer by Lessee pursuant to the Net Lease to purchase the Premises shall not be effective unless the written consent of the Company thereto accompanies the rejection;

(v) no termination of the Net Lease by reason of an Event of Default (as the term is defined in the Net Lease) shall be effective unless the written consent thereto of the Company has been obtained, which consent shall not be unreasonably withheld;

(vi) that the Company is an approved "Depository" as the term is defined and used in the Net Lease;

(vii) the Net Lease shall not terminate in case of a Lessee offer to purchase the Premises under the terms of the Net Lease unless and until the Company is paid out of the purchase price the amount required then to prepay the mortgage loan attributable to the Premises determined as provided in the Net Lease;

(viii) proceeds of insurance and awards for taking shall be collected, held and applied as in the Net Lease provided except that if an Event of Default exists under the Net Lease the proceeds and awards shall be collected, held and applied as in the Deed(s) of Trust provided.

12. All notices and other communications hereunder shall be in writing and shall be sent by first class registered or certified United States mail, postage prepaid, addressed (a) if to Assignor, at its address first above set forth, (b) if to the Company, to the attention of "Investment Department" at its address first above set forth, or (c) if to the Lessee, to the attention of "General Counsel" at its address

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