

12. **Condemnation.** Lessor, promptly upon obtaining knowledge of the institution of any Proceedings for the condemnation of the Property or any part thereof, will notify the Company of the pendency of such Proceedings. In the event that the Property or any part thereof is taken in or by any such Proceedings or otherwise or is lost, damaged or destroyed by theft, fire or other casualty or cause, the award or compensation payable to Lessor shall be paid, and is hereby Granted, to the Company, subject to the obligation of the Company 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. Moneys not so paid shall be held as part of the Granted Property and, so long as no Event of Default hereunder has occurred and is continuing and *provided* that the Indenture shall have been discharged as therein provided, applied by the Company to the prepayment of the Lessor's Note in part, in each case on the Payment Date immediately following the date on which such moneys are received by the Company and at a price equal to 100% of the principal amount thereof so to be prepaid.

13. **No Deduction for Taxes.** No credit shall be claimed on nor shall any deduction be made from the interest or any premium on or principal of the Lessor's Note or any other indebtedness secured by this Mortgage by reason of the payment of any taxes levied or to be levied upon the Granted Property or any part thereof or upon Lessor, and no deduction shall be made from the taxable value of the Property by reason of this Mortgage.

14. **Events of Default.** Any of the following shall constitute an Event of Default under this Mortgage:

(a) If default shall be made in the payment of (i) any interest or any Instalment Payment on the Lessor's Note when and as the same shall become due and payable, or (ii) any other payment of the interest on or principal of (or premium, if any, on) the Lessor's Note, when and as the same shall become due and payable, whether at maturity or by acceleration or as part of any prepayment or otherwise, and in each such case (except at maturity), such default shall have continued for a period of 5 days after notice specifying such default and demanding that the same be cured shall have been given to Lessor by the Company; or

(b) If any representation or warranty of Lessor, the Lessee, Guarantor, or the then owner of the Property, set forth in this Mortgage, the Lease, the Assignment, the Note Purchase Agreements or the Guaranty, or in any certificate delivered pursuant hereto or thereto, or in any other instrument or statement furnished in connection herewith or therewith, shall prove to be incorrect or misleading in any material respect as of the time when the same shall have been made; or

(c) If default shall be made in the due observance or performance of any covenant or obligation of Lessor contained in paragraph 5, 10(a), 11, 13, 25 or 26(a); or

(d) If default shall be made in the due observance or performance of any other covenant or obligation of Lessor contained in this Mortgage or the Lessor's Note, of the Lessee contained in the Assignment, or of Guarantor contained in the Guaranty, and such default shall have continued for a period of 30 days after notice specifying such default and demanding that the same be cured shall have been given to Lessor by the Company (unless such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such period of 30 days, in which case Lessor shall have such longer period as shall be necessary to cure the default, so long as Lessor proceeds promptly to cure the same within such 30-day period, prosecutes the cure to completion with due diligence, and advises the Company from time to time, upon the Company's reasonable request, of the actions which Lessor is taking and the progress being made); or

(e) If the Lease shall be terminated before the expiration of the term thereof for any reason other than the purchase by the Lessee of the Property, or if the Lease, the Assignment, the Guaranty or the Assignment of Leases shall be in any way amended, modified, terminated or hypothecated by Lessor otherwise than as expressly provided therein, unless the Company shall have given its prior written consent to such amendment, modification, termination or hypothecation; or