

(a) The Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceeding. The Beneficiary shall also be entitled to join with the Company in making any compromise or settlement in connection with such Condemnation involving an amount in controversy in excess of \$50,000. All such compensation, awards, damages, rights of action and proceeds awarded to the Company ("Proceeds") are hereby assigned to the Beneficiary and the Company shall execute such further assignments of the Proceeds as the Beneficiary or Trustee may require.

(b) In the event any portion of the Properties, the Improvements or the Personal Property is so taken or damaged, the Beneficiary shall have the option of applying all or part of the Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees, incurred by it in connection with collection of such Proceeds, to either (i) the restoration of the Improvements or the Personal Property or (ii) the payment of any indebtedness secured hereby and in such order as the Beneficiary may determine (including prepayment of the Notes without premium), provided that in a case where the Proceeds are less than \$50,000, the Company shall have the right to exercise either of the foregoing options.

Section 1.14 Right of Entry. The Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon any part of the Properties, the Improvements or the Personal Property for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of this Indenture.

Section 1.15 Limitations of Use. The Company shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction which would materially detract from, or limit, the value of the Trust Estate or any part thereof.

Section 1.16 Estoppel Certificates. The Company within ten (10) days after being given notice by mail, and within five (5) days after being given notice by hand, shall furnish to the Beneficiary a written statement stating the