

7. Mortgagor will not commit or suffer any strip or waste of the Premises and will not commit or suffer any demolition, removal or material alteration of the Premises or any part thereof without the prior written consent of Mortgagee.

8. Subject to the terms of the Prior Mortgages regarding application of condemnation award proceeds, Mortgagor hereby assigns to Mortgagee all awards hereafter made by virtue of any exercise of the right of condemnation or eminent domain by any authority, including any award for damages to or taking of title, to the Premises or any part thereof, or the possession thereof, or any right or easement affecting the Premises or appurtenant thereto (including any award for any change of grade of streets), and the proceeds of all sales in lieu of condemnation. Mortgagee, at its option, is hereby authorized to collect and receive all such awards and the proceeds of all such sales and to give proper receipts and acquittances therefor, and Mortgagee, at its election, may use such awards and proceeds in any one or more of the following ways: (i) apply the same or any part thereof upon the debt secured hereby; (ii) use the same or any part thereof to fulfill any of the covenants and agreements of Mortgagor hereunder as Mortgagee may determine; or (iii) release the same to Mortgagor. In the event that any such exercise of condemnation or eminent domain necessitates repair or replacement of any portion of the Premises, then Mortgagee shall hold any such award received by it and shall release such award after repair or replacement of that portion of the Premises damaged or destroyed by such taking or condemnation; provided, however, that Mortgagee shall not be obligated to release any such award and shall be entitled to apply such award against the Secured Indebtedness, unless Mortgagor has complied with all of the following conditions:

(i) Mortgagee shall have approved the plans and specifications according to which the repair or replacement is to be constructed, which approval shall not be unreasonably withheld.

(ii) Mortgagee shall have approved the construction contract with the contractor who is to perform the repair or replacement, which approval shall not be unreasonably withheld.

(iii) Mortgagor shall have furnished Mortgagee with mechanic and materialmen lien waiver affidavits from the contractor or subcontractors performing any of such repair or replacement, and all suppliers of materials to the repair or replacement of the damaged or destroyed portion of the Premises.

(iv) Mortgagor shall furnish Mortgagee, if Mortgagee so requests, with a survey of the Premises prepared by a registered surveyor after completion of the repair or replacement of the damaged or destroyed portion of the Premises.

(v) There shall be no unsatisfied recorded liens or other encumbrances of record against the Premises arising out of such repair or replacement.

Notwithstanding anything to the contrary herein contained in this Paragraph 8, in the event the holders of the Prior Mortgages shall release any such award for the repair or replacement of any part of the Premises, Mortgagee shall release any such award to the extent of the release of the holders of the Prior Mortgages.

Nothing contained herein shall obligate Mortgagee to see to the proper application of any funds released to Mortgagor pursuant hereto. Mortgagor agrees to execute and deliver such other instruments as Mortgagee may require evidencing the assignment of all such awards and proceeds to Mortgagee. Any excess of such