

of a claim therefor, the ascertainment of the amount thereto, and the issuance of a warrant for payment thereof), are hereby assigned by the Developer to the Surety subject to the prior assignment thereof to the Surety and the Authority under the First Mortgage, which Awards the Surety is hereby authorized to collect and receive from the condemnation authorities if and to the extent the same shall not be collected and received by the Authority or the Surety under the First Mortgage, and the Surety is hereby authorized to give appropriate receipts and acquittances therefor in the name and in behalf of the Developer. The Developer shall give the Surety immediate notice of the actual or threatened commencement of any condemnation or eminent domain proceedings affecting all or any part of the Premises and shall deliver to the Surety copies of any and all papers served in connection with any such proceedings. The Developer is hereby authorized to settle and adjust the Award with the consent of the Surety. The Developer further agrees to make, execute, and deliver to the Surety, at any time upon request, free, clear, and discharged of any encumbrance of any kind whatsoever (other than Permitted Encumbrances) any and all further assignments and other instruments deemed reasonably necessary by the Surety for the purpose of validly and sufficiently assigning all Awards and other compensation heretofore and hereafter made to the Developer for any taking under any such proceeding. As long as no Default exists hereunder, the Developer is entitled to receive for its own account Awards made for any temporary requisitioning of the Premises or any portion thereof for a period of less than 6 months. If no Default shall then exist hereunder, the Developer with the consent of the Surety, may elect to prepay the Second Secured Note in whole from the proceeds of such Award or to have the proceeds of such Award applied to reimburse the Developer for the cost of restoring, replacing or rebuilding the damages caused by such taking subject to the conditions and in accordance with the standards set forth in Section 10 hereof. Notwithstanding the foregoing provisions of this Section 11, so long as any Bonds shall be outstanding under the Indenture and the First Mortgage has not been discharged, all Awards shall be paid to the Authority and the Surety under the First Mortgage and applied to the payment of the indebtedness secured by the First Mortgage or otherwise as provided in Section 11 of the First Mortgage before any portion of such Award shall be paid to the Surety and applied in accordance with the foregoing provisions.

SECTION 12. ASSIGNMENT OF LEASES AND RENTS.

To further secure the Indebtedness Hereby Secured, the Developer is assigning all rents, issues, profits, revenues and other income of the Mortgaged Property to the Surety, as assignees, under the terms and conditions provided in the Second Collateral Assignment of Leases and Rents. In the event the Surety requires that Developer execute and record a separate collateral assignment of rents or separate assignments of any of the Leases to the Surety, the terms and provisions of those assignments shall control in the event of a conflict between the terms of this Mortgage and the terms thereof.

SECTION 13. OBSERVANCE OF LEASE ASSIGNMENT.

If any lessee under any of the Leases transferred, sold or assigned to the Surety or if the Developer, as lessor therein, shall fail to perform and fulfill any term, covenant, condition or provision in said Lease, on its or their part to be performed or fulfilled at the times and in the manner in said Lease provided, the Developer may cancel, terminate, amend, modify or void any of the Leases without the Surety's prior written consent.

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