

All Leases hereafter entered into during the Term will be executed by Owner and not by Grantor, and upon such execution, Grantor will be deemed to have reserved an interest therein as set forth in this Deed, which interest shall terminate at the end of the Term without further action of the parties. At the time of execution of each such Lease, Grantor will be furnished an appropriate direction to the Tenant signed by Owner to pay all rentals during the Term to Grantor and thereafter to Owner.

7. Condemnation. In the event the Property or any portion thereof is taken by any public authority in condemnation or eminent domain proceedings:

(a) In the event of a partial taking under circumstances in which, in Owner's reasonable judgment, the Property can be restored to a usable unit of any kind, then the net proceeds of such condemnation shall be paid to Owner and applied by Owner in reimbursement of Grantor's cost of such restoration (in which event Grantor shall furnish Owner sworn statements, lien waivers and other documents sufficient to evidence payment of all costs incurred in connection therewith);

(b) In the event of a temporary taking, Grantor shall be entitled to the entire portion of any award relating to the Term and Owner shall be entitled to the balance of such award; and

(c) In all other cases, Owner shall be entitled to retain all net condemnation proceeds, the Term shall end as of the date of such taking and Grantor hereby disclaims all claims thereto and assigns all right in and to such proceeds or awards to Grantor.

The provisions of this Paragraph 7 shall be subject to the rights of the holders of notes or other instruments evidencing indebtedness secured by deeds of trust or mortgages to which this Deed is subject.

8. Actions Upon Termination. At the end of the Term, whether by expiration or otherwise:

(a) Grantor shall deliver to Owner physical possession of the Property and all Leases, and the Improvements and Related Items shall be in good operating condition, subject only to reasonable wear and tear; in the event the Term ends by reason other than the normal expiration thereof, Grantor will assign and deliver possession of to Grantor all Reserved Term Leases;

(b) At Owner's request, Grantor shall deliver to Owner a quitclaim deed and bill of sale to all the Property and an assignment of all Leases, such documents to serve only as further evidence of the termination of the reservation contained herein;

(c) Owner and Grantor will prepare an accounting and proration of all of the following items if any as of the last day of the Term:

(i) Prepaid or escrowed insurance premiums with respect to all policies then in force which Owner elects to continue in force, and other prepaid expenses relating to the Property and utility deposits, including fuel on hand at last invoice price;