

quest to permit such participation. The Mortgagor shall not settle any such action or proceeding or agree to accept any award or payment without the prior consent of the Mortgagee, and the total of all awards made or allowed with respect to all right, title and interest in and to the Property or the portion or portions thereof taken or affected by such condemnation or eminent domain proceeding and any interest thereon (herein collectively called the "Award") is hereby assigned to and shall be paid to the Mortgagee. Any such award shall, at the option of the Mortgagee, be applied toward payment of the Obligations in the manner set forth in Section 2.4 of the Loan Agreement.

(b) The Obligations may be accelerated at the option of the Mortgagee, and shall be due on a date 180 days after receipt by the Mortgagor of written notice thereof, as a result of the exercise of the right of condemnation or eminent domain in respect of (i) all or more than thirty (30) percent of the Property, or (ii) any portion of the Premises on which any Building is located, so long as such taking materially adversely affects the operation of the Mortgagor's business thereon, in which event the Mortgagee shall retain and apply the Award toward payment and performance of the Obligations (in such order of priority as the Mortgagee shall elect); provided, however, that to the extent that the Award received by the Mortgagee shall exceed the amount required to satisfy in full the then total amount of the Obligations,