

of condemnation or eminent domain, or the threat thereof, by any entity, governmental or otherwise, (ii) any such taking of any appurtenances to the Land or the Improvements or part thereof or of vaults, areas or projections outside the boundaries of the Land or the Improvements, or part thereof, or rights in, under or above the alleys, streets or avenues, or for the taking of space or rights therein, below the level of or above the Land and the Improvements or part thereof, and (iii) any damage to the Land and Improvements or part thereof due to governmental or other action, but not resulting in a taking of any portion thereof, such as, without limitation, the changing of the grade of any street adjacent to the Land and Improvements or part thereof. The Mortgagor hereby agrees to file and prosecute its claim or claims for any such award or payment in good faith and with due diligence and, in the event that the Mortgagor fails to act, or in the event that an Event of Default has occurred hereunder and is continuing, the Mortgagor hereby irrevocably authorizes and appoints the Mortgagee as its attorney-in-fact to file and prosecute such claim or claims.

Notwithstanding anything to the contrary contained herein, so long as no Event of Default has occurred and is continuing hereunder, any and all such awards shall be paid jointly to the Mortgagor and the Mortgagee to be paid over to

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