

(b) Beneficiary may participate in any proceedings for any taking by any public or quasi-public authority accomplished through a Condemnation or any transfer made in lieu of or in anticipation of a Condemnation (which transfer in lieu and Condemnation are collectively referred to as a "Taking") to the extent permitted by law. Upon Beneficiary's written request, Trustor shall deliver to Beneficiary all instruments requested by it to permit such participation. Trustor shall, at its expense, diligently prosecute any such proceedings, and shall consult with Beneficiary, its attorneys and experts, and cooperate with them in the carrying on or defense of any such proceedings. Trustor shall not consent or agree to a Taking without the prior written consent of Beneficiary in each instance, which consent shall not be unreasonably withheld or delayed in the case of a Taking of an insubstantial portion of the Trust Property.

(c) Subject to the terms of Paragraph 4 below, all insurance proceeds payable under the Policies and all awards or payments payable on account of a Taking ("Award"), and all causes of action, claims, compensation, awards and recoveries for any other damage, injury, or loss or diminution in value of the Trust Property, are hereby assigned, transferred and set over to and shall be paid to Beneficiary. Trustor agrees to execute and deliver from time to time such further instruments as may be requested by Beneficiary to confirm the foregoing assignment to Beneficiary. Trustor hereby irrevocably constitutes and appoints Beneficiary as the attorney-in-fact of Trustor (which power of attorney shall be irrevocable so long as any of the Debt is outstanding, shall be deemed coupled with an interest, shall survive the voluntary or involuntary dissolution of Trustor and shall not be affected by any disability or incapacity suffered by Trustor subsequent to the date hereof), with full power of substitution, subject to the terms of Paragraph 4, to settle for, collect and receive all proceeds of insurance and any Award and any other awards, damages, insurance proceeds, payments or other compensation from the parties or authorities making the same, to appear in and prosecute any proceedings therefor and to give receipts and acquittance therefor.

(d) Beneficiary shall not be limited to the interest paid on an Award by the condemning authority but shall be entitled to receive out of the Award interest at the rate or rates provided in the Note. Trustor shall cause any Award that is payable to Trustor to be paid directly to Beneficiary. If the Trust Property is sold, through foreclosure or deed-in-lieu thereof, prior to the receipt by Beneficiary of the Award, Beneficiary shall have the right, whether or not a deficiency judgment on the Note (to the extent permitted in the Note or herein) shall have been sought, recovered or denied, to receive the Award, or a portion thereof, to the extent sufficient to pay the unpaid portion, if any, of the Debt.

(e) The expenses incurred by Beneficiary in the adjustment and collection of the proceeds of insurance or an Award shall become part of the Debt and be secured hereby and shall be deducted by and reimbursed to Beneficiary from such proceeds.