

This Mortgage is, and always will be kept a first lien upon the Mortgaged Premises and the Mortgagor will not create or suffer to be created any lien or charge prior to or upon a parity with the lien of this Mortgage upon the Mortgaged Premises, or any part thereof, or upon the rents, issues, profits, revenues and other income therefrom.

The Mortgagor has simultaneously herewith delivered to the Mortgagee an original counterpart of the Ground Lease to be held by the Mortgagee until the lien of this Mortgage shall be released.

The Mortgagor, as lessee under the Ground Lease, will pay the rental specified therein and will perform and observe each and every other obligation and covenant to be performed by the lessee under the Ground Lease.

Without limiting the generality of the foregoing, the Mortgagor will pay the yearly basic and additional rent and will pay all taxes, assessments, water and sewer rates, all premiums on insurance, and all other amounts, charges and demand which the Mortgagor is obligated to pay under the Ground Lease, on the dates and in the manner prescribed in the Ground Lease for the payment thereof and the Mortgagor will promptly after request deliver to the Mortgagee receipts evidencing such payments.

The Mortgagor will immediately give the Mortgagee notice of any default under the Ground Lease and will deliver copies of any complaint of the lessor under the Ground Lease and/or notice of default from said lessor and any notice of any legal actions or proceedings which put in issue or are likely to put in issue or in anywise affect the title to or right in possession of the Mortgaged Premises.

The Mortgagor will not, without the prior written consent of the Mortgagee, modify, cancel or surrender the Ground Lease.

In the event the Mortgagor acquires the fee simple title or any other estate or interest in the above described real property, it is further agreed that the acquisition of any such other estate or interest shall not merge with the respective leasehold estate created by the aforementioned Ground Lease, but such other estate or interest shall immediately become subject to the lien of this Mortgage, and the Mortgagor covenants and agrees to execute, acknowledge and deliver any instruments the Mortgagor may reasonably require for accomplishing the purpose herewith forthwith upon the request of the Mortgagee.