

the terms and conditions of the Consolidated First Note and Mortgage. The Mortgagor agrees to comply with all of the terms and conditions of the Second Mortgage except that the amount payable thereunder shall be paid to the Mortgagee ten (10) days prior to that which is provided in the terms and conditions of the Second Note and Mortgage. In the event Mortgagor shall fail to so comply with all of the terms, provisions and conditions of either (i) the Consolidated First Mortgage so as to result in a default thereunder or (ii) the Second Mortgage so as to result in a default thereunder, such failure on the part of Mortgagor shall constitute a default under this Mortgage and shall entitle Mortgagee, at its option, to exercise any and all rights and remedies given Mortgagee in the event of a default hereunder.

Mortgagee agrees to pay to the holder of the Consolidated First Mortgage and the holder of the Second Mortgage, as and when required by the terms of said Consolidated First Mortgage and Second Mortgage, all amounts paid to it by the Mortgagor in accordance with the terms and conditions of said instruments. All such payments provided to be made by Mortgagee, pursuant to the provisions of this Mortgage, shall be made by Mortgagee before the expiration of the applicable grace periods provided for such payments as contained in the Consolidated First Mortgage and the Second Mortgage.

Mortgagee's obligation to make payments of principal and interest as and when due under the terms and conditions of the Consolidated First Mortgage and the Second Mortgage are conditioned upon the following:

- (i) Mortgagor shall not be in default under this Mortgage;
- (ii) Mortgagor shall comply with all of the terms and provisions of the Consolidated First Mortgage and the Second Mortgage.