

20. Mortgagor will not, without the prior written consent of the Mortgagee, terminate, surrender, modify, amend, change, or permit any termination, modification, amendment or surrender of its leasehold interest in the Ground Lease. The Mortgagor shall not, without the prior written consent of the Mortgagee, subordinate its interests in the leasehold estate created under the terms of the Ground Lease to any third party taking a mortgage, encumbrance or lien of any kind and nature over the fee interest of the property described in the Ground Lease.

21. The Mortgagor shall, upon request by the Mortgagee, execute and deliver any such instrument which the Mortgagee deems useful, desired or required to permit the Mortgagee to cure any default under the terms of the Ground Lease or to maintain, preserve and keep intact the leasehold interest of the Mortgagor in the premises or of the mortgage interest covering said leasehold interest of the Mortgagee therein.

22. As long as the note secured by this mortgage instrument shall remain unpaid, and unless the Mortgagee shall otherwise consent in writing in advance, the fee simple title and the separate leasehold estate owned by the Mortgagor in and to the premises above described shall not merge, but, on the contrary, shall always be kept separate and distinct, notwithstanding the union of such estates either in the owners of the fee simple or the Mortgagor as Lessee therein, or their respective successors in title or interest by purchase, operation of law or otherwise, in any manner whatsoever. Provided, however, in the event the Mortgagor should purchase and acquire title to the fee simple interest in and to the real estate above described under any option or first refusal to purchase or otherwise in any manner whatsoever, this mortgage may, at the option of Mortgagee, evidenced by the filing of a written instrument executed by the Mortgagee, become a first mortgage encumbering the entire fee simple interest of the Mortgagor in and to the above described property, whereupon any provision herein contained relating specially to the lien of the Mortgagee on the leasehold estate of the Mortgagor shall be abrogated to the extent in conflict with the provisions of this mortgage covering a fee simple interest in real estate.