

(12) if Mortgagor shall fail to pay the amounts secured hereby within 30 days after notice and demand given by Mortgagee in the event of the passage after the date of this Mortgage of any law of the state in which the Mortgaged Premises are located deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages, or of debts secured by mortgages, for state or local purposes or the manner of the collection of any such taxes, so as to affect this Mortgage, the Note secured thereby, or the holder thereof; provided, however, that no Event of Default pursuant to this paragraph 12 shall exist if Mortgagor delivers to Mortgagee an undertaking, satisfactory to Mortgagee and its counsel, that Mortgagor assumes payment of such taxes; or

(13) if Mortgagor shall fail for a period of 20 days after written notice from Mortgagee to comply, or to proceed with all due diligence to comply, with any order of any government department claiming jurisdiction of the Mortgaged Premises, or if Mortgagor or any tenant holding under Mortgagor or the owner shall fail for a like period to comply, or to proceed with all due diligence to comply, with all and singular the statutes, requirements, orders and/or decrees of any federal, state or municipal authority relating to the use of the Mortgaged Premises or any part thereof; provided, however, that no Event of Default pursuant to this paragraph 13 shall exist if any such order, statute or requirement is the subject of contest by Mortgagor in good faith and on reasonable grounds, and if such contest does not materially affect the continuing operation of the Mortgaged Premises; or

(14) if Mortgagor shall fail to notify Mortgagee in writing immediately of any default or notice thereof under the Ground Lease or Lease or the Franchise Agreement, or if Mortgagor shall fail to furnish to Mortgagee immediately any and all information which it may request concerning the performance by Mortgagor of the covenants of the Ground Lease or Lease, or the Franchise Agreement, or if Mortgagor shall fail to permit Mortgagee or its representatives at all reasonable times to make investigation or examination concerning such performance; or

(15) if default shall be made on the part of Mortgagor in the due observance or performance of any other covenant, condition or agreement in this Mortgage not specifically provided for above.

It is understood and agreed, however, that until an Event of Default shall have occurred under this Mortgage, Mortgagor shall be suffered and permitted to retain actual possession of all the Mortgaged Premises and to manage, operate, use and enjoy the same and every part thereof, with the rights appertaining thereto and subject to the provisions of Paragraph 14 of Article I hereof and the Security and Assignment Agreement, to collect, receive, take, use and enjoy the earnings, rents, income and profits thereof.

After the occurrence of an Event of Default hereunder, Mortgagor shall, upon demand made at any time in which such Event of Default shall exist, surrender possession of the