

ARTICLE FIVE

AGREEMENTS AS TO LESSOR

5.01. Limitations of Lessor Liability. Lessor as mortgagor has executed and delivered this Mortgage to Mortgagee for the purpose of subjecting its fee simple interest in the Land and Mortgaged Property to the encumbrance of the Mortgage to secure the payment of the indebtedness secured hereby and the performance and observance by Corporation of all covenants and conditions contained in the Note, and any renewal, extension or modification thereof, in this Mortgage and in all other instruments securing the Note, and to secure the performance and observance by Lessor of all covenants and conditions on its behalf in this Mortgage; provided, however, that it is expressly understood and agreed that Lessor shall in no way be personally liable under the Note, this Mortgage or any other instruments securing the Note beyond the value of the property subject to this Mortgage and that Lessor is not obligated to perform any covenant or condition of this Mortgage which would cause the personal expenditure of any funds by it; and Mortgagee expressly acknowledges that this Mortgage is delivered subject to the conditions of this Section 5.01.

5.02. Certificates. Lessor, within ten days after written request of Mortgagee, shall furnish a written statement, duly acknowledged stating the last date which rent has been paid by Corporation, whether any defaults exist under the Ground Lease and such other matters as the Mortgagee may reasonably require.

5.03. Notice of Default. Lessor agrees to provide the Mortgagee notice of any default by Corporation under the Ground Lease as provided therein. Mortgagee agrees to provide Lessor a copy of any default notice sent by it to Corporation as to the Bonds.

5.04. Foreclosure. Corporation and Lessor have executed this Mortgage conveying their separate estates in the Mortgaged Property for the purpose of mortgaging to the Mortgagee the fee simple title and leasehold interest in the Mortgaged Property so as to enable Mortgagee to foreclose on the Lessor's interest and the interest of Corporation in the Mortgaged Property. Lessor and Corporation do jointly and severally waive any right, legal or equitable, which they might now have, or which might subsequently accrue to them, or any one holding or claiming under or through them to have their separate estates sold separately upon foreclosure and Mortgagee may, at its election, foreclose against either the Lessor or the Corporation without foreclosing against the other party, or foreclosure against both simultaneously or in any order as determined by Mortgagee.

07870

74328-112