

thereunder, and if, pursuant to any provision of the Ground Lease, the Mortgagee or its designee shall acquire from the Ground Lessor a new lease of the mortgaged premises, the Mortgagor shall have no right, title or interest in or to such new lease to the leasehold estate created thereby, or renewal privileges therein contained.

ARTICLE V

The Mortgagor will not sell, transfer or assign the Ground Lease or any portion of the mortgaged premises, or any rents, issues or profits issuing from the mortgaged premises without the prior written Consent of the Mortgagee.

ARTICLE VI

The Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the leased premises of any portion thereof, will notify the Mortgagee of the pendency of such proceedings. The Mortgagee may participate in any such proceedings and the Mortgagor from time to time will deliver to the Mortgagee all instruments requested by it to permit such participation. In the event of such condemnation proceedings, any award or compensation received by the Mortgagee shall be applied to the expenses incurred in the restoration of the improvements in accordance with the terms of the Ground Lease; any award or compensation not required by the terms of the Ground Lease to be applied to such restoration, or not in fact so applied, shall at the option of the Mortgagee, be applied either to the prepayment of the Note without premium in accordance with its terms and at the rate of interest provided therein regardless of interest payable on the award by the condemning authority, or shall be paid over to the Mortgagor.

ARTICLE VII

If the Mortgagor shall fail to pay any installment of rent or additional rent reserved under the Ground Lease, or any real estate tax, assessment, or other government levy or charge or any imposition (as defined in the Ground Lease), or to make any other payment required to be paid by the Mortgagor, as lessee or tenant under the Ground Lease, at the time and in the manner provided in the Ground Lease, or if Mortgagor shall fail to perform to observe any other term, covenant, condition or obligation required to be performed or observed by Mortgagor under the Ground Lease, without limiting the generality of any other provision of the aforesaid mortgage and without waiving or releasing Mortgagor from any of its obligations, Mortgagee shall have the right, but shall be under no obligation, to pay any such installment of rent or additional rent and/or any such interest, amortization, tax assessment, levy, charge, imposition, or other payment, and may perform any other act or take such action as

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