

may be appropriate to cause such other term, covenant, condition, or obligation to be promptly performed or observed on behalf of Mortgagor, to the end that Mortgagor's rights, in, to and under the Ground Lease shall be kept unimpaired and free from default, and Mortgagor shall permit Mortgagee to enter upon the mortgaged premises with or without notice and to do anything thereon or thereto which Mortgagee shall deem necessary or prudent for such purpose.

If Mortgagee shall make any payment or perform any act or take action in accordance with the preceding sentence, Mortgagee, within sixty (60) days thereafter, will give to Mortgagor written notice of the making of any such payment, the performance of any such act of the taking of any such action. All moneys expended by Mortgagee in connection therewith (including, but not limited to, legal expenses including reasonable attorneys' fees and disbursements), together with interest thereon at the same rate as is applicable to the principal sum due and owing to the Mortgagee per annum from the date of each such expenditure, shall be paid by Mortgagor to Mortgagee forthwith upon demand by Mortgagee, and shall be secured by this Mortgage, and Mortgagee shall have, in addition to any other right or remedy of Mortgagee, the same rights and remedies in the event of nonpayment of any such sums by Mortgagor as in the case of a default by Mortgagor in the payment of the indebtedness. If, pursuant to the Ground Lease, lessor and landlord thereunder shall deliver to Mortgagee a duplicate copy of any notice given by lessor or landlord to Mortgagor, as lessee to tenant under the Ground Lease, such notice may be relied upon by Mortgagee and shall constitute full protection to Mortgagee for any action taken or omitted to be taken by Mortgagee, in good faith, in reliance thereon.

ARTICLE VIII

The generality of the provisions of this Rider relating to the Ground Lease shall not be limited by other provisions of this Mortgage setting forth particular obligations of the Mortgagor which are also required of the Mortgagor as the Lessee of the Ground Lease.