

promptly cause a copy of each such notice received by the Mortgagor from the Lessor under the Ground Lease to be delivered to the Mortgagee.

(6) The Mortgagor will not, without the prior written consent of the Mortgagee, terminate, modify or surrender or suffer or permit any termination, modification or surrender of the Ground Lease.

(7) The Mortgagor will, within ten (10) days after written demand from the Mortgagee, use its best efforts to obtain from the Lessor of the Ground Lease and deliver to the Mortgagee a certificate stating that such Ground Lease is in full force and effect, is unmodified, that no notice of termination thereon has been served on the Lessee thereof, stating the date to which the net rent has been paid and stating whether or not there are any defaults thereunder and specifying the nature of such defaults, if any.

(8) The Mortgagor will furnish to the Mortgagee, upon demand, proof of payments of all items which are required to be paid by the Mortgagor pursuant to any Ground Lease and proof of payment of which is required to be given to the Lessor under any such Ground Lease.

(9) The Mortgagor shall not consent to any waiver or modification or cancellation of any provisions of the Ground Lease nor to the subordination of the Ground Lease to any mortgage of the fee interest of the Lessor thereof in the mortgaged property.

(10) The Mortgagor shall execute and deliver, on request of the Mortgagee, such instruments as the Mortgagee may deem useful or required to permit the Mortgagee to cure any default under the Ground Lease or permit the Mortgagee to take such other action as the Mortgagee considers desirable to cure or remedy the matter in default and preserve the interest of the Mortgagee in the mortgaged property.

ARTICLE III

So long as any of the debt secured by this mortgage shall remain unpaid, unless the Mortgagee shall otherwise consent in writing, the fee title to and the leasehold estate in the leasehold premises shall not merge, but shall always be kept separate and distinct, notwithstanding the union of such estates either in the Lessor or the Lessee under the Ground Lease, or in a third party, by purchase or otherwise.

ARTICLE IV

If the Ground Lease shall be terminated prior to the natural expiration of its term due to default by the Lessee or tenant

