

lying Mortgage identified in Exhibit D attached hereto as the First Mortgage (the "First Underlying Mortgage").

10. That it will furnish to Mortgagee quarterly operating statements of the hotel facilities located on the Premises, by no later than the 15th day following the end of the quarterly period for which the operating statement is applicable;

11. If there is a default in any of the terms, conditions or covenants of this Mortgage, or of the Notes secured hereby, or if there is a default by Mortgagor in any of the terms, conditions or covenants within its control contained in the Underlying Mortgages, as modified and described herein, such default shall be deemed to constitute a default herein, and, at the option of the Mortgagee, after the applicable grace period set forth in the Notes, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this Mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this Mortgage, or should the Mortgagee become a party to any suit involving this Mortgage or the title to the Premises described herein, or should the debt(s) secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt(s) secured hereby, and may be recovered and collected hereunder;

12. It is agreed that the Mortgagor shall hold and enjoy the Premises above conveyed until there is a default under this Mortgage or in the Notes secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions and covenants of this Mortgage, and of the Notes and debt(s) secured hereby, then this Mortgage shall become utterly null and void, otherwise to remain in full force and effect;

13. Each of the Notes secured hereby may be prepaid in full (and not in part) without the payment of any fee or penalty upon ten (10) day's prior written notice; provided, however, that all sums received by the Mortgagee with respect to the prepayment of the \$1,610,000 Note shall be applied on a first priority basis to satisfy and discharge of record all Underlying Mortgages, with only the excess of such prepayment available to the Mortgagee. The balloon payment specified in the \$1,610,000 Note to be due and payable on the tenth anniversary of the \$1,610,000 Note shall be applied in the same manner as a prepayment in the event there remains outstanding any Underlying Mortgage as of the date of such payment. Irrespective of the foregoing, at any time upon ten (10) day's prior written notice, the Mortgagor shall be entitled to tender to the Mortgagee an amount equal to the