

President or a Vice President of the Company, stating that to the best of his knowledge such officer knows of no Event of Default, or event which with notice or lapse of time or both would become such an Event of Default under this Indenture, or if known, specifying the nature and period of existence thereof, and what action the Company has taken, is taking or proposes to take with respect thereto.

Section 1.18 Right of Inspection. The Trustee and the Beneficiary and their duly authorized representatives shall have the right to visit and inspect any of the properties of the Company and of its subsidiaries, to examine the books of account and records of the Company and of its subsidiaries, to make copies and extracts therefrom, to discuss the affairs, finances and accounts of the Company and of its subsidiaries with, and to be advised as to the same by, its and their officers and employees and its and their independent public accountants, all at such reasonable times and intervals as the Trustee or the Beneficiary may desire.

Section 1.19. Certain Agreements Concerning Ground Lease Parcels and Leasehold Parcels.

(a) The Company shall not, with respect to the leases of the Ground Lease Parcels and/or the Leasehold Parcels (as defined in the Purchase Agreement referred to in Section 3.01(e) hereof), amend, modify, terminate or cancel the same nor surrender the leasehold estate created thereby without, in each instance, the prior written consent of the Beneficiary, which consent shall not be unreasonably withheld.

(b) The fee title to the property demised by the leases of the Ground Lease Parcels and the Leasehold Parcels and the leasehold estates thereunder shall not merge, but shall remain separate and distinct, notwithstanding the union of the aforesaid estates either in the lessor or the lessee under any such lease or in a third party by purchase or otherwise.