

than one month in advance, except prepayments in the nature of security for the performance by said lessee of its obligations under said lease, or (ii) any amendment or modification of the lease made without the consent of the Mortgagee or such successor in interest. Each lease shall also provide that, upon request by said successor in interest, such lessee shall execute and deliver an instrument or instruments confirming such attornment.

SECTION 1.17. Subject to the conditions specified in the next paragraph of this Section, the Mortgagee will, upon request of the Mortgagor, execute non-disturbance and attornment agreements with lessees of the Premises which shall provide that in the event the Mortgagee or any purchaser at foreclosure shall succeed to the Mortgagor's interest in the Premises, the leases of such lessees will remain in full force and effect and be binding upon the Mortgagee or such purchaser and such lessee as though each were the original parties thereto.

The Mortgagee's obligation to execute such agreements shall be subject to conditions as follows: (i) the credit of the lessee and the terms of the lease shall be satisfactory to Mortgagee, (ii) the Mortgagee shall have been provided with a standard form of lease to be used in connection with the leasing of the Premises and shall have approved the same, (iii) upon each request for such an agreement the Mortgagee shall receive a counterpart of the executed lease in which all changes from the standard form shall be indicated by appropriate markings, such markings to be certified to be true and complete by the responsible officer of the Mortgagor or by its counsel, (iv) the Mortgagee shall receive a letter, signed by the Mortgagor and addressed to the lessee, to be forwarded to the lessee by the Mortgagee, giving notice of the assignment of each lease provided for herein, and (v) the approval by any lender to which this Mortgage is to be assigned of the execution of such an agreement.