

(b) In the event a different Surety shall issue a Surety Bond for the benefit of the Bonds as permitted by the Loan Agreement and the Indenture, the new Surety or such person or entity as such Surety shall designate shall be substituted for the Surety (or its designee) then acting as Surety hereunder and the Developer, the then acting Surety and the new Surety shall execute and deliver such supplements and amendment hereto and to the other Second Mortgage Documents as shall be necessary to accomplish such substitution and the prior Surety shall deliver to the new Surety all moneys, investments and other properties then held by it as Surety hereunder.

**SECTION 26. EFFECT OF EXTENSIONS AND AMENDMENTS.**

Subject to the provisions of Section 39, if the payment of the Indebtedness Hereby Secured, or any part thereof, be extended or varied, or if any part of the security or guaranties therefor be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by the Surety, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage, or other lien upon the Premises or any part thereof or any interest therein, with the prior written consent of the Surety shall take the said lien subject to the rights of the Surety to amend, modify, extend or release the Note, this Mortgage or any other document or instrument evidencing, securing or guarantying the Indebtedness Hereby Secured, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

**SECTION 27. ADDITIONAL INDEBTEDNESS.**

At all times, this Mortgage secures as part of the Indebtedness Hereby Secured the payment of any and all reasonable loan commissions, service charges, liquidated damages, attorneys' fees, expenses and advances due to or incurred by the Surety in connection with the Indebtedness Hereby Secured, all in accordance with the Second Secured Note, this Mortgage, and any of the Second Mortgage Documents.

**SECTION 28. EXECUTION OF SEPARATE SECURITY AGREEMENTS, FINANCING STATEMENTS, ETC.; ESTOPPEL LETTER.**

The Developer will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, conveyances, notes, mortgages, security agreements, financing statements and assurances as the Surety shall reasonably require for the better assuring, conveying, mortgaging, assigning and confirming unto the Surety all property mortgaged hereby or property intended so to be, whether now owned by the Developer or hereafter acquired. Without limitation of the foregoing, the Developer will assign to the Surety, upon request, as further security for the Indebtedness Secured Hereby, its interest in all agreements, contracts, licenses and permits affecting the Premises, such assignments to be made by instruments satisfactory to the Surety, but no such assignment shall be construed as a consent by the Surety to any agreement, contract, license or permit or to impose upon the Surety any obligations with respect thereto. From time to time, the Developer will furnish within 5 Business Days