

the Lease, and to furnish to Mortgagee all information that it may request concerning the performance by Mortgagor of the covenants of the Lease.

(d) That the provisions hereof shall be deemed to be obligations of Mortgagor in addition to Mortgagor's obligations as lessee with respect to similar matters contained in the Lease and, in addition, to Mortgagor's obligation to Mortgagee as assignee under the Assignment of Rents, and the inclusion herein of any covenants and agreements relating to similar matters under which Mortgagor is obligated under the Lease shall not restrict or limit Mortgagor's duties and obligations to keep and perform promptly all of its covenants, agreements and obligations as lessee under the Lease; provided, however, that nothing in this Mortgage shall be construed as requiring the taking of or the committing to take any action by Mortgagor or Mortgagee which would cause a default under the Lease.

(e) That so long as this Mortgage is in effect, there shall be no merger of the Lease or any interest therein, nor of the leasehold estate created thereby, with the fee estate in the Property or any portion thereof by reason of the fact that the Lease or such interest therein or such leasehold estate may be held directly or indirectly by or for the account of any person who shall hold the fee estate in the Property or any portion thereof or any interest of the lessor under the Lease. In case Mortgagor acquires the fee title or any other estate, title or interest in the Property covered by the Lease, this Mortgage shall attach to and cover and be a lien upon the fee title or such other estate so acquired, and such fee title or other estate shall, without further assignment, mortgage or conveyance, become and be subject to the lien of and be covered by this Mortgage. Mortgagor shall notify Mortgagee of any such acquisition by Mortgagor and, on written request by Mortgagee, shall cause to be executed and recorded all such other and further assurances or other instruments in writing as may in the opinion of Mortgagee be required to carry out the intent and meaning hereof.

(f) That no surrender by Mortgagor, as lessee under the Lease, to the lessor under the Lease, or any portion thereof or of any interest therein, and no termination of the Lease by Mortgagor as lessee thereunder, shall be valid or effective, and neither the Lease nor the terms thereof may be amended, modified, changed, surrendered or cancelled, or subordinated to any fee mortgage, to any lease, or to any other interest, either orally or in writing, without the prior written