ATTACHMENT TO PAGE TWO OF MORTGAGE OF REAL ESTATE

TO HAVE AND TO HOLD the lease and renewals and extensions thereof and the estate of the lessee thereunder, in the above-described premises, unto the mortgagee and the successors and assigns of the mortgagee for and during the remainder of the unexpired term thereunder and in any renewals or extensions thereof, subject, however, to the rents, covenants, conditions and provisions in said lease.

The mortgagor covenants that it is seized with a valid leasehold interest in the property; that it has good right and is lawfully authorized to sell, convey or incumber the aforementioned leasehold interest. The mortgagor further covenants to warrant and forever defend all and singular its leasehold interest in the property unto mortgagee and the successors or assigns of mortagee from and against mortgagor and all persons whomsoever claiming the same or any part thereof.

ATTACHMENT TO ITEM 14 OF MORTGAGE OF REAL ESTATE

- (g) The mortgagor will pay the rent and other charges provided for and made payable by the lease within ten days after such rents or charges are payable.
- (h) The mortgagor will at all times fully perform and comply with all agreements, covenants, terms and conditions on or assumed by it as lessee under the lease above mentioned, and if the mortgagor shall fail to do so, the mortgagee may, but shall not be oblgated to, take any action mortgagee deems necessary or desirable to prevent or to cure any default by the mortgagor in the performance of or compliance with any of the covenants or obligations of the mortgagor under said lease above mentioned upon receipt of any written notice of default by the lessee thereunder and mortgagee may rely thereon and take any action as aforesaid to cure such default even though the existence of such default or the nature thereof is questioned or denied by the mortgagor or by any party on behalf of the mortgagor. The mortgagor hereby expressly grants to the mortgagee and agrees tat the mortgagee shall have the absolute and immediate right to enter into and on the incumbered premises or any part thereof to such extent and as often as the mortgagee in its sole discretion deems necessary or desirable in order to prevent or to cure any such default by the mortgager. The mortgagee may pay and expend such sums of money as the mortgagee in its sole discretion deems necessary for any such purpose and the mortgagor hereby agrees to pay the mortgagee immediately and without demand all such sums so paid and expended by the mortgagee together with interest thereon from date of each such payment together with interest thereon from date of each such payment together with interest thereon from date of each such payment at the same rate as provided for in the note hereby secured. All sums so paid and expended by the mortgagee and the interest thereon shall be secured by the lien of this mortgage.
- (i) Mortgagor will not surrender its leasehold estate and interest above-described nor terminate nor cancel the lease and will not, without the express written consent of the mortgagee, modify, change, supplement, alter or amend the lease either orally or in writing and any such termination, cancellation, modification, change, supplement, alteration or amendment of the lease without the prior written consent thereto by the mortgagee shall be void and of no force and effect. As further security to the mortgagee, the mortgagor does hereby deposit with the mortgagee a certified copy of the original lease to be retained by the mortgagee until all indebtedness secured hereby is fully paid.
- (j) No release or forebearance of any of the obligations of the mortgagor under the lease pursuant to the same or otherwise shall release the mortgagee from any of its obligations hereunder including its obligations with respect to the payment of rent as provided for in the lease and the performance of all the terms, provisions, covenants, conditions and agreements contained in the lease to be kept, performed, complied with by the lessee therein.
- (k) Unless the mortgagee shall otherwise expressly consent in writing the fee title to the property demised by the lease and the leasehold estate shall not merge but shall remain separate and distinct, notwithstanding the union of such estates, either in the lesser or in the lessee or in a third party by purchase or otherwise.
- (1) It is expressly agreed that the whole of the principal sum and all accrued interest thereof shall become due at the option of the mortgagee after default in the payment of any installment of principal or after default in the payment of interest or after default of any payment of rent or other charge made payable by the lease or after default in the payment of any tax or assessment after notice and demand by the mortgagee.

amul Balo