

28. Notwithstanding any other provision contained in this Indenture to the contrary, mortgagor shall not be required to pay or discharge any tax, assessment, levy, lien, water rate, sewer rent, or other charge or to comply with any statute, ordinance or any requirement of any governmental authority so long as mortgagor shall in good faith contest the same or the validity thereof by appropriate legal proceedings and so long as the same shall operate to prevent (i) the collection thereof or other realization thereon or enforcement thereof and the sale or forfeiture of the premises or any part thereof to satisfy the same or (ii) the enforcement thereof against the mortgagor or mortgagee or the premises or any portion thereof; provided that during any such contest mortgagor shall at the option of mortgagee provide security reasonably satisfactory to mortgagee assuring the discharge of mortgagor's obligations thereunder and of any additional charge, penalty or expense arising from or incurred as a result of such contest.

29. That in the event the fee ownership and the leasehold estate, or any interest therein, shall be held by the same person, such interests shall not merge but such fee ownership or interest therein shall immediately become subject to the lien of this mortgage, and the mortgagor shall execute any instruments the mortgagee may reasonably require to that end.

30. That the mortgagor will at all times fully and promptly perform and comply with all obligations of the tenant under the lease covered by this mortgage without