

any part of the Premises.

10. That if the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interests, deeds of trust, pledges, contracts of guaranty, or other additional securities, Mortgagee may, at its option, exhaust any one or more of said securities as well as the security hereunder, either concurrently or independently and in such order as it may determine, and may apply the proceeds received upon the indebtedness secured hereby without affecting the status of, or waiving any right to exhaust all or any other security including the security hereunder and without waiving any breach or default or any right or power, whether exercised hereunder or contained herein, or in any such other security.

11. Any and all tenant leases, including subleases, between Mortgagor and others with respect to any portion of the Project and any standard form occupancy lease proposed for use in the leasing of the Project, as that term is defined in the Amended Loan Agreement, existing or contemplated at the date of the Permanent Loan Closing shall have been submitted to and approved by Mortgagee. All such leases but excluding the Department Store Leases, shall be and remain subject and subordinate to the lien of this mortgage, unless Mortgagee has requested that any of them be made superior to such lien, in which event Mortgagor at its expense shall have taken all steps necessary to meet such request. The lien of this Mortgage is subject to the Department Store Leases. Mortgagor shall deliver to Mortgagee with respect to any such lease as to which Mortgagee shall so request, a subordination agreement or other evidence of such subordination in form and substance satisfactory to Mortgagee. Mortgagor shall deliver to Mortgagee with respect to any lease as to which Mortgagee may so request, a lease ratification agreement in form and substance

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