

of leasing commissions, which approval shall not be unreasonably withheld provided the agreements and all obligations to pay leasing commissions are terminated upon foreclosure of the premises or the giving of a deed in lieu of the foreclosure as to the Mortgagee, any person who may purchase the Premises as a result of such foreclosure or the giving of a deed in lieu of foreclosure, and all tenants, irrespective of whether said tenants' leases are superior or subordinate to the lien of this Mortgage.

13. All such 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. 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 satisfactory to Mortgagee, executed by the tenant and landlord thereunder and stating that such lease is in full force and effect, that it has not been modified or amended, that the tenant is occupying the premises demised thereunder and is paying the full lease rental, that no rental payments have been made in advance (except as Mortgagee may have approved), that all work required to be performed by the landlord under such lease has been completed and stating the commencement date of the original term thereof.

14. Mortgagee agrees that the Mortgagor shall observe and perform all covenants and agreements contained in all leases as the same may be approved by or amended with the consent of the Mortgagee, now or hereafter affecting the whole or any portion of

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