

9.4. No Assumption of Leases. Neither this Mortgage nor any action or inaction on the part of the Mortgagee other than acquisition of the Property by the Mortgagee shall constitute an assumption on the part of the Mortgagee of any obligation under the Leases. No action or inaction on the part of the Mortgagor shall adversely affect or limit in any way the rights of the Mortgagee under this Mortgage or, through this Mortgage, under the Leases.

10. Insurance. The Mortgagor at its expense will maintain or will cause the Lessee under each of the Leases to maintain, at its expense, insurance of the types, in the amounts, against such hazards and with such insurers as are required by Article 14 of the Lease in question, and all such policies therefor shall contain the terms required by such Article. The Mortgagor will deliver, or will cause each such Lessee to deliver, to the Mortgagee, promptly upon request, the originals of all insurance policies (or, in the case of blanket policies, certificates thereof) with respect to the Property which such Lessee is required to maintain or cause to be maintained pursuant to the Lease in question and evidence as to the payment of all premiums due on any such insurance policies.

11. No Sale; Liens, etc. Without the prior written consent of the Mortgagee (which consent shall not be unreasonably withheld), the Mortgagor will not sell or otherwise transfer the Property and will not directly or indirectly create or permit to be created or to remain, and will discharge or cause to be discharged, any mortgage, lien, lease, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to the Trust Estate or any part thereof or any rents or other sums payable under the Leases, other than the Leases and any assignment or sublease thereof permitted thereby, this Mortgage, and Permitted Exceptions.