

notify Mortgagee in writing of any change in said tradenames, and will, upon request of Mortgagee, execute any additional financing statements and other certificates revised to reflect the change in tradename.

1.23 Leases. That except with the prior written approval of Mortgagee, no lease of the Mortgaged Estate or any portion thereof shall be for a term exceeding one (1) year or shall be on a lease form not previously approved in writing by the Mortgagee as the standard lease form for the Mortgaged Estate.

1.24 Compliance with Lease Agreement. The Mortgagor covenants and agrees that: (i) it will promptly and fully keep, perform and comply with all the terms, provisions, covenants, conditions and agreements imposed upon or assumed by it as Tenant under the Lease Agreement; (ii) it shall give immediate written notice to Mortgagee of any default by Landlord under the Lease Agreement or of any notice received by Mortgagor from such Landlord of any default under the Lease Agreement by Mortgagor; (iii), it shall, unless it has exercised the Option Agreement to purchase the Property, allow the Lease Agreement to be extended for the two (2) additional five (5) year periods as provided in the Option Agreement between Pelham Interstate Joint Venture and Mortgagor; (iv) it shall give immediate written notice to Mortgagee of the commencement of any remedial proceeding under the Lease Agreement by any party thereto, and, if required by Mortgagee, shall permit Mortgagee as Mortgagor's attorney in fact to control and act for Mortgagor in such remedial proceeding; and (v) it shall within thirty (30) days from the request by Mortgagee obtain from the Landlord under the Lease Agreement and deliver to Mortgagee the Landlord's Estoppel Certificate required thereunder.

Mortgagor shall notify Mortgagee of its exercise of the Option Agreement. Except by purchasing the Property pursuant to the Option Agreement, Mortgagor shall not surrender the leasehold estate nor terminate, cancel, alter or amend the Lease Agreement or Option Agreement without the prior written consent of Mortgagee. Mortgagor covenants and agrees that, except by Mortgagor purchasing the Property pursuant to the Option Agreement, there shall be no merger of the Lease Agreement, or of the leasehold estate created thereby, with the fee estate in the Property by reason of the leasehold estate of the fee estate in the Property or any part of either, coming into common ownership, unless Mortgagee shall consent in writing to such merger. If Mortgagor acquires the fee estate in the Property or any part thereof, this Mortgage shall simultaneously