

should be any (with the consent of the Mortgagee), then in the event of any default hereunder, all right, title and interest of the Mortgagor in and to all deposits and payments made thereon are hereby assigned to the Mortgagee.

10. Leasing.

- (a) The Mortgagor shall not hereafter, directly or indirectly, make or enter into any Lease of: (i) more than twenty-five percent (25%) of the Property on which any of the Buildings are located; or (ii) ten percent (10%) or more of the Premises. Any proposed Lease hereunder permitted shall be submitted to the Mortgagee for its written approval, which approval shall not be unreasonably withheld or unduly delayed. In addition, the Mortgagor shall deliver to the Mortgagee a duplicate original of each Lease promptly after the execution thereof.
- (b) The Mortgagor shall not, without the prior approval of the Mortgagee in each instance: (i) change, amend or modify, in any manner whatsoever, any Lease so as to reduce or diminish the obligations thereunder of the tenant or adversely affect the validity or enforceability of any Lease; (ii) terminate or cancel, or accept a surrender or suffer or permit any cancellation, termination or surrender of any Lease in any manner whatsoever; (iii) commence any summary proceeding or other action to recover space leased pursuant to any Lease; or (iv) receive, collect or accept, or permit the receipt, collection or acceptance of any prepayment of rent or other charges under any Lease for more than one month, except that the Mortgagor may, at the time of the execution of any Lease, accept rent security