

the opinion of Mortgagee be required to carry out the intent and meaning hereof.

(f) That no surrender, by Mortgagor, as lessee under the Lease, to the lessor under the Lease, or any portion thereof or of any interest therein, and no termination of the Lease by Mortgagor as lessee thereunder, shall be valid or effective, and neither the Lease nor the terms thereof may be amended, modified, changed, surrendered or cancelled, or subordinated to any fee mortgage, to any lease, or to any other interest, either orally or in writing, without the prior written consent of Mortgagee so long as this Mortgage is in effect, provided that there shall be excepted from the provisions of this Section 1.16(f) a surrender upon (i) the expiration of the term of the Lease and (ii) the termination by the lessor under the Lease pursuant to the provisions thereof.

(g) That Mortgagor shall, promptly after the execution and delivery of this Mortgage or of any instrument or agreement supplemental to this Mortgage, notify the lessor under the Lease in writing of the execution and delivery thereof and deliver to such lessor a copy of each such Mortgage, instrument or agreement, as the case may be.

(h) That if the Lease is terminated prior to the natural expiration of its term by reason of default of the lessee thereunder, and if, pursuant to any provision of the Lease, or otherwise, Mortgagee or its designee shall acquire from the lessor thereunder a new lease of the Property, or of any part of the Property, Mortgagor shall have no right, title or interest in or to such new lease or the leasehold estate created thereby.

(i) Mortgagor hereby warrants that the Lease is in all respects valid and subsisting, that it is not in default under any of its terms or provisions; that no controversies exist involving any claim of such default, and that the term of the Lease expires on December 31, 2034 subject to the renewal options contained therein.

1.17 Sale of the Property. Except for leases to tenants in the normal course of business, Mortgagor will not, without the prior written consent of Mortgagee, make, suffer or permit, voluntarily or involuntarily, whether by operation of law or otherwise, any transfer, conveyance or encumbrance of all or any part of or interest in the Property or be divested of title to the Property or any part thereof or interest therein (whether to an affiliate of Mortgagor or otherwise).