

(i) Notification of Default, etc. Promptly after obtaining knowledge thereof, notify Mortgagee of any default hereunder or under the Lease or of any action or proceeding materially and adversely affecting any Property or any lessee under the Lease.

(j) Inspection. Permit Mortgagee or its duly authorized representatives to inspect any of the Properties at reasonable times upon reasonable notice to the Company and Jackson-Atlantic.

6. Negative Covenants. Without the prior written consent of Mortgagee, the Company will not:

(a) The Lease. Amend, modify, or cancel the Lease, accept the surrender of the Lease, give any consent or waiver under the Lease, allow the interest of Jackson-Atlantic under the Lease to be assigned other than as permitted by Article XXV thereof, or in any way impair its rights under the Lease;

(b) Indebtedness. Create, incur, assume or suffer to exist any indebtedness whatsoever, direct, contingent or otherwise, except (i) indebtedness secured by this Mortgage, (ii) current indebtedness for normal operating expenses (none of which shall be for borrowed money), the maximum of which shall not exceed \$5,000 at any one time outstanding, (iii) unsecured indebtedness to Jackson-Atlantic, all of which shall be subordinate in right of payment to the prior payment in full of the indebtedness secured by this Mortgage and (iv) taxes not yet due and payable or being contested in good faith and by appropriate proceedings;

(c) Liens. Create, incur, assume or suffer to exist any mortgage, charge, lien, title retention agreement, attachment