

5. Liens, etc. Grantor will not directly or indirectly create or permit or suffer to be created or to remain, and will promptly discharge or cause to be discharged, any mortgage, lien, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to the Demised Estate, or any part thereof, or its interest or the interest of Grantee therein, other than (a) this Mortgage, (b) the Occupancy Leases.

6. Condition of the Property 6.1 Grantor will not commit or suffer any strip or waste of the mortgaged property or any violation of any law, regulation or ordinance affecting the mortgaged property and will not commit or suffer any demolition, removal or material alterations of any of the buildings or improvements (including fixtures) on the mortgaged premises without the written consent of the Grantee.

6.2 Repairs and Insurance Grantor will keep protected and in good order, repair and condition at all times the buildings and improvements (including fixtures) now standing or hereafter erected or placed upon the mortgaged premises and any and all appurtenances, apparatus and articles of personal property, including but not limited to furniture, furnishings, and equipment now or hereafter in or attached to or used in connection with said buildings or improvements, promptly replacing any of the aforesaid real and personal property which may become lost, destroyed or unsuitable for use, and will keep insured the aforesaid real and personal property, and the interests and liabilities incident to the ownership thereof, in manner, forms, companies, sums and length of terms satisfactory to the Grantee; that all insurance policies are to be held by and, to the extent of its interest, are to be for the benefit of and first payable in case of loss to the Grantee, and the Grantor shall deliver to the Grantee a new policy as replacement for any expiring policy at least 15 days before the date of such expiration; that all amounts recoverable under any policy are hereby assigned to the Grantee, and in the event of a loss the amount collected may, at the option of the Grantee, be used in any one or more of the following ways: (1) applied upon the indebtedness secured hereby whether such indebtedness be then matured or unmatured; (2) used to fulfill any of the covenants contained herein as the Grantee may determine; (3) used to replace or restore the property to a condition satisfactory to the Grantee; (4) released to the Grantor; the Grantee is hereby irrevocably appointed by the Grantor as attorney of the Grantor to assign any policy in the event of the foreclosure of this Mortgage or other extinguishment of the indebtedness secured hereby.

7. Occupancy Leases. 7.1 Subordination. Each Occupancy Lease executed after the date hereof shall be expressly subject and subordinate, except as Grantee may otherwise agree, to this Mortgage and shall contain a covenant on the part of the tenant thereunder that the institution of any suit, action or other proceeding by Grantee pursuant to the power herein contained shall not, by operation of law or otherwise, result in the cancellation or termination of such Occupancy Lease or of the obligations of such tenant thereunder and that such tenant will attorn to Grantee or its successor in interest provided that notwithstanding the institution of any such proceeding, all of the tenant's rights under each such Occupancy Lease shall continue in full force and effect so long as such tenant is not in default in the performance of any of its obligations under such Occupancy Lease, and each such Occupancy Lease shall contain a tax escalation clause.

7.2 Enforcement, etc. Grantor will enforce each Occupancy Lease in accordance with its terms, and will take all action to that end or otherwise permitted thereunder as from time to time may be requested by Grantee. Grantor will maintain each Occupancy Lease in full force and effect and will not, except with the prior written consent of Grantee, (a) cancel or terminate any Occupancy Lease, or consent to or accept any cancellation, termination or surrender thereof, or permit any condition or event to exist which would, or would entitle the tenant thereunder to, cancel, terminate or