

or apply such funds only in accordance with the provisions of the applicable Leases.

11. No Claims Against the Mortgagee, Etc. Nothing contained in this Mortgage shall constitute any consent or request by the Mortgagee, express or implied, for the performance of any labor or services, or the furnishing of any materials or other property in respect of the Property, or any part thereof, or be construed to permit the making of any claim against the Mortgagee in respect of labor or services, or the furnishing of any materials or other property, or any claim that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien of this Mortgage.

12. Sale of Property. If without the prior consent of the Mortgagee, the Mortgagor enters into a contract to sell, sells, conveys, alienates, assigns or transfers the Property, or any part thereof or interest in any manner, whether voluntary or involuntary, or by operation of law or otherwise (except for a transfer to an affiliate of the Mortgagee), then the Mortgagee shall have the right, at its option, at any time thereafter to declare the Obligations immediately due and payable. No waiver of this right or delay in the exercise thereof shall operate as a waiver thereof unless the Mortgagee shall have executed and delivered to the Mortgagor a written waiver of such right.

13. Liens. This Mortgage is and shall be maintained as a valid first lien on the Property. The Mortgagor shall not, without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld or unduly delayed, directly or indirectly create or suffer, or permit to be created, or to stand, against the Property or any portion thereof, or against the rents, issues and profits therefrom, any other lien, security agreement, charge, mortgage, deed of trust or other encumbrance other than those listed in Schedule B annexed hereto, if any; provided, however, that nothing contained in this paragraph 13 shall require the Mortgagor to pay any real estate taxes or other Impositions prior to the time when same are required to be paid under this