

TO PROTECT THE SECURITY OF THIS MORTGAGE,
MORTGAGOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE I
COVENANTS AND AGREEMENTS OF MORTGAGOR

Mortgagor hereby covenants and agrees:

1.01 Payment of Secured Obligation. To pay when due the principal of, and the interest and late charges on, the indebtedness evidenced by the Note and all charges, fees and all other sums as provided in the Loan Instruments.

1.02 Maintenance and Repair. Except during a period of restoration following a condemnation or casualty, to keep the Property in good condition and repair; to restore promptly and in a good and workmanlike manner any Improvements which may be damaged or destroyed, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Property or any part thereof; not to commit or permit any waste or deterioration of the Property (deterioration from normal wear and tear excluded); to keep and maintain abutting grounds, sidewalks, parking and landscape areas in good and neat order and repair; and not to commit, suffer or permit any act to be done in or upon the Property in violation of any law, ordinance or regulation.

1.03 Required Insurance. To at all times provide, maintain and keep in force the following policies of insurance:

(a) Insurance against loss or damage to the Improvements and the Personal Property by fire and any of the risks covered by insurance of the type now known as "all risk coverage", in an amount not less than the actual replacement value of the Improvements and the Personal Property (exclusive of the cost of excavations, foundations and footings below the lowest basement floor). Each policy of insurance carried in accordance with this Section 1.03(a) shall contain a "Replacement Cost Endorsement" and an "Agreed Amount Endorsement";

(b) Rental insurance in an amount equal to not less than six months cash rentals under the Improvements Lease and Mortgagor's liability under the Improvements Lease for such period for real estate taxes, special assessments and insurance premiums;