

5.1 Use Violations: Mortgagor will not use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of, the Mortgaged Property in any manner which (i) violates any Legal Requirement; (ii) constitutes a public or private nuisance; or (iii) makes void, voidable or cancelable, or increases the premium of, any insurance required hereunder then in force with respect thereto.

5.2 Alterations: Mortgagor will not commit or permit any waste of the Mortgaged Property.

5.3 Replacement of Fixtures and Personalty: Mortgagor will not, without the prior written consent of Mortgagee, permit any of the Fixtures or Personalty to be removed at any time from the Land or Buildings unless the removed item is removed temporarily for maintenance and repair, or, if removed permanently, is replaced by an article of equal suitability and value, owned by Mortgagor, free and clear of any lien or security interest except such as may be first approved in writing by Mortgagee.

5.4 No Sales, Leases or other Transfers: In the event Mortgagor shall, without the prior written consent of Mortgagee, not to be unreasonably withheld or delayed, sell, exchange, assign, convey, mortgage, transfer possession of or further encumber or otherwise dispose of the Mortgaged Property or the Leases, Mortgagee may, at its option, declare this Mortgage due and payable, except as provided in this Paragraph 5.4 and Paragraph 5.4.1 below. A transfer of any limited partnership interest in any limited partnership that succeeds to Mortgagor's interest hereunder shall not be deemed a transfer under this Mortgage. Mortgagor may transfer or convey the Mortgaged Property to any entity owned or controlled by Mortgagor or under common control with Mortgagor, or to a limited partnership whose general partner is James Farren, or any affiliate or owner of Mortgagor.

5.4.1 Mortgagor shall have the right to place a subordinate mortgage (and related security agreements) on the Mortgaged Property in the original principal amount of \$2,860,000. Mortgagor shall also have the right to place an additional mortgage or mortgages on the Mortgaged Property as may be required to comply with the provisions of the Major Lease to construct the Expansion Space, as provided in Article XXIX of the Major Lease. Mortgagor, or any permitted assignee of Mortgagor, shall also have the right to enter into a master lease of the Mortgaged Property, which lease shall be subject and subordinate to this Mortgage.

6. Events of Default: The term "Event of Default", as used in the Security Documents, shall mean the occurrence or happening, at any time and from time to time, of any one or more of the following: