

effect any and all governmental permits and licenses which may be necessary to construct and operate the premises as an apartment house in accordance with the obligations and will not suffer or permit any violation thereof; (v) after the premises become ready for occupancy, will not permit the premises to become vacant and will use all reasonable efforts to make and keep the premises income producing and profitable; (vi) will promptly pay when due all claims for services, labor and materials in connection with the premises; (vii) will not erect any additional buildings or structures upon the premises without the prior written consent of the Mortgagee; (viii) will not default under any contract for management of the premises and will provide and maintain management for the premises satisfactory to the Mortgagee; (ix) will not, without the prior written consent of the Mortgagee in each instance, permit or suffer the lien or encumbrance of the premises other than by the lien of this mortgage and security agreement, including without limitation the acquisition of any item or part of the premises by purchase money financing, leasing, conditional sale or other title retention transaction; (x) will not operate, or cause or permit the operation of the premises or any part thereof as a condominium or cooperative or on a cooperative basis whereby the tenants or occupants participate in the ownership, management or control of the premises or any part thereof as tenant stockholders or otherwise (xi) within 90 days after the end of each Mortgagor fiscal year, will furnish the Mortgagee with an audited itemized statement of income and expense for such fiscal year prepared in accordance with generally accepted accounting principles with respect to the premises; (xii) will not permit any conditions