

and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Premises or any part thereof. Mortgagor shall promptly repair, restore, replace or rebuild any part of the Premises, now or hereafter encumbered by this mortgage, which may be affected by any proceeding of the character referred to in Article 7 herein. No part of the Premises, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, equipment or other property, now or hereafter included within the leasehold interests conveyed as security by or pursuant to this mortgage, shall be removed, demolished or materially altered without the prior written consent of Mortgagee. Mortgagor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof. Mortgagee and any persons authorized by Mortgagee shall have the right to enter and inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

5. Mortgagor shall faithfully perform the covenants of Mortgagor as lessee or lessor under any present and future leases, affecting all or any portion of the Premises, and neither do nor neglect to do, nor permit to be done, anything which may cause the termination of said leases, or any of them, or which may diminish or impair their value, or the rents provided for therein, or the interest of Mortgagee therein or thereunder. Mortgagor, without first obtaining the written consent of Mortgagee thereto, shall not (a) assign the rents, or any part thereof, from the Premises, (b) consent to the cancellation or surrender of any lease of the Premises, or any part thereof, now existing or hereafter to be made, (c) modify any such lease so as to shorten the unexpired term thereof, or so as to decrease the amount of the rent payable thereunder, or (d) collect or pay rents for the Premises for more than one month in advance. Mortgagor, to the extent it shall have the right to do so, shall procure and deliver to Mortgagee, if requested, at the time of executing this mortgage, or at any time within thirty (30) days after notice and demand, certificates from each lessee, tenant or occupant in possession of the Premises, as required by, and in form and substance reasonably satisfactory to Mortgagee and, if requested, and to the extent Mortgagee has the right to do so, deliver to Mortgagee a recorded assignment of all of the lessor's interest in any of said leases made for a term in excess of five (5) years (including renewals), in form and substance satisfactory to Mortgagee (in addition to the conveyance hereunder), and proof of due service of a copy of said assignment on each lessee, either personally or by prepaid registered mail, return receipt requested.

6. Mortgagor shall execute and deliver (and pay the costs of preparation and recording thereof) to Mortgagee and to any sub-