

Article 5

NEGATIVE COVENANTS

Mortgagor hereby covenants and agrees with Mortgagee that until the entire Indebtedness shall have been paid in full and all of the Obligations shall have been fully performed and discharged:

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 (a) violates any Legal Requirement, (b) may be dangerous unless safeguarded as required by law, (c) constitutes a public or private nuisance, or (d) makes void, voidable or cancellable, or increases the premium of, any insurance then in force with respect thereto.

5.2 Alterations. Mortgagor will not commit or permit any waste of the Mortgaged Property and will not (subject to the provisions of Paragraphs 4.6 and 4.9 hereinabove), without the prior written consent of Mortgagee, make or permit to be made any alterations or additions to the Mortgaged Property of a material nature except in accordance with the Plans approved by Mortgagee.

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 Improvements 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.

Article 6

EVENTS OF DEFAULT

The term "Event of Default," as used in this Mortgage, shall mean the occurrence or happening, at any time and from time to time, of any one or more of the following:

6.1 Failure in Payment of Indebtedness. If Mortgagor shall fail, refuse or neglect to pay, in full, all or any portion of the Indebtedness within fifteen (15) days after the same shall become due and payable, whether at the due date thereof stipulated in the Security Documents, or at a date fixed for prepayment, or by acceleration or otherwise.

6.2 Failure in Performance. If Mortgagor shall fail, refuse or neglect to perform and discharge fully and timely any of the Obligations set forth in this Mortgage as and when called for, and such failure, refusal or neglect shall either be incurable or, if curable, shall remain uncured for a period of fifteen (15) days after written notice thereof from Mortgagee to Mortgagor; provided, however, that if such default is curable but requires work to be performed, acts to be done or conditions to be remedied which, by their nature, cannot be performed, done or remedied, as the case may be, within such fifteen (15) day period, no Event of Default shall be deemed to have occurred if Mortgagor commences same within such fifteen (15) day period and thereafter diligently and continuously prosecutes the same to completion within forty-five (45) days after such notice.