

fiscal years the annual audit reflecting the operations of the Premises, a balance sheet and the rent roll, all certified by general partner of Mortgagor and any and all supporting data as required by Mortgagee. Mortgagee shall have the right to inspect the Premises and all applicable books and records relating thereto and make copies thereof, at reasonable times and upon reasonable notice.

7. To first obtain the written consent of Mortgagee, such consent to be granted unless the holder of the First Mortgage refuses to give a similar consent, before (a) removing or demolishing any buildings now or hereafter erected on the Premises, or (b) altering the arrangement, design or structural character thereof, or (c) making any repairs which involve the removal of structural parts of the exposure of the interior of such building to the elements.

8. Mortgagor shall keep the Premises in good condition and repair, reasonable wear and tear excepted; shall not permit nor perform any act which would in any way impair the value of the Premises, shall not remove any fixture located on the above described real property without the written consent of Mortgagee; and shall neither commit nor permit waste of the Premises.

9. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Premises and not to suffer or permit any violation thereof.

10. If the Mortgagor fails to pay any claim, lien, or encumbrance which is superior to or in parity with the Mortgage, or to pay when due, any tax or assessment or insurance premium, or to keep the Premises in repair, or shall commit, suffer or permit waste, or if there be commenced any action at law or equity or any proceeding affecting the Premises or the title thereto, the Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action as the Mortgagee deems advisable, and for any of said purposes, the