

(b) That the insurance money remaining in the hands of the Mortgagee will be sufficient upon the completion of such work to pay for the same in full.

If under the certificate of the architect or engineer, as the case may be, furnished to the Mortgagee, the insurance money in the hands of the Mortgagee shall be insufficient to pay the entire cost of such work, the Mortgagor agrees to pay to the Mortgagee the amount of the deficiency promptly on demand and such sum shall be held and paid out by the Mortgagee under the provisions hereof.

The Mortgagor shall also maintain Rental Value Insurance in an amount equal to at least the sum total of all required base rentals for twelve (12) months, including the amount of any required expense reimbursements, under all leases or sub-leases made with any tenant upon the mortgaged premises, the amount to be reviewed annually and revised if necessary to provide the required coverage.

The Mortgagor shall also maintain general liability insurance coverage on the mortgaged premises in an amount of not less than \$500,000.00 for bodily injury and \$50,000.00 for property damage.

4. That Mortgagor will keep all improvements now existing or hereafter erected in good repair and, should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary, and charge the expenses for such repairs to the mortgage debt;

5. That Mortgagor will comply with all governmental and municipal laws and regulations affecting the mortgaged premises;

6. That Mortgagor will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines, or other impositions against the mortgaged premises;

7. That in addition to the monthly payments of principal and interest due under the terms of the Mortgage Note secured hereby, Mortgagor will pay to the Mortgagee, on the first day of each month, until the indebtedness secured hereby is paid in full, a sum equal to one-twelfth of the annual taxes, public assessments and hazard insurance premiums, as determined by the Mortgagee, and, on the failure of the Mortgagor to pay all taxes, hazard insurance premiums and public assessments, the Mortgagee may at its option pay said items and charge all advances therefor to the mortgage debt. No interest will accrue to Mortgagor on these deposits;

8. That Mortgagor shall furnish annually to Mortgagee, within four months after the end of each fiscal or operational year of Mortgagor, a balance sheet and operating statements on the mortgaged premises accompanied by a rent roll in substance and form satisfactory to Mortgagee specifying the name of each tenant in occupancy, the number of square feet leased, and the annual rental of each such tenant of the mortgaged premises all in reasonable detail and certified by Mortgagor to be correct. In the event of default under any of the terms of this Mortgage, Mortgagee shall have the right to require said financial statements to be audited by an independent certified public accountant in accordance with generally accepted accounting principles. The cost of such audit, if required, shall be borne by the Mortgagor;

9. That Mortgagor will promptly and fully keep, perform and comply with all the terms, provisions, covenants, conditions and agreements imposed upon or assumed by the Mortgagor as landlord (or similar designation) under any lease, now or

0 4 5 4

4328 RV-2