

(d) The Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

#### 1.10 Further Assurances; After Acquired Property

At any time, and from time to time, upon the request of the Mortgagee, the Mortgagor will make, execute and deliver or cause to be made, executed and delivered, to the Mortgagee and, where appropriate, to cause to be recorded and/or filed and from time to time thereafter, to be re-recorded and/or re-filed at such time and in such offices and places as shall be deemed to be desirable by the Mortgagee any and all other and further mortgage, instruments of further assurance, certificates, and other documents as may be, in the opinion of the Mortgagee, necessary or desirable in order to effectuate, complete, or perfect or to continue and to preserve (a) the obligation of the Mortgagor under the Wrap Note and this Mortgage, and (b) the lien of this Mortgage as a secondary lien upon all of the Premises, now owned or hereafter acquired by the Mortgagor. Upon any failure by the Mortgagor so to do, the Mortgagee may make, execute, record, file, re-record and/or re-file any and all such mortgages and instruments, certificates and documents for and in the name of the Mortgagor and the Mortgagor hereby irrevocably appoints the Mortgagee, the agent and attorney-in-fact of the Mortgagor so to do. The lien hereof will automatically attach, without further act, to all after acquired property, attached to and/or used in the operation of the Premises or any part thereof.

#### 1.11 Leases Affecting the Premises

The Mortgagor will comply with and observe its obligations as Landlord under all leases affecting the Premises or any part thereof.

#### 1.12 Mortgagee's Performance of Defaults

If the Mortgagor shall default in the payment of any tax or other imposition, in its obligation to furnish insurance hereunder or performance or observance of any other covenant, condition or term in this Mortgage, the Mortgagee may perform or observe the same and all payments made or costs or expenses incurred by the Mortgagor in connection therewith shall be secured hereby and shall be immediately repaid by the Mortgagor. The Mortgagee is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaults and covenants, conditions or terms, without thereby becoming liable to the Mortgagor or any person in possession holding under the Mortgagor.

#### 1.13 Books, Records and Accounts

The Mortgagor will keep and maintain or will cause to be kept and maintained proper and accurate books, records and accounts reflecting all items of income and expense in connection with the operation of the Premises or in connection with any services, equipment, or furnishings provided in connection with the operation of the Premises. Mortgagee, or its designee, shall have the right from time to time, at all times during normal business hours to examine such books, records and accounts at the office of the Mortgagor or other person or entity maintaining such books, records and accounts and to make copies or extracts thereof as Mortgagee shall desire.