

restrictions or reservations covering or affecting the use or occupancy thereof, or suffer any act to be done or any condition to exist on the Mortgaged Property or any part thereof, or any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may in law constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.

b) Alterations, Etc.

Mortgagor will not make or permit to be made any alterations or additions to the Mortgaged Property which will have the effect of materially diminishing the value thereof.

c) Replacement of Fixtures and Personalty.

It is understood and agreed that, for the protection of mortgagee, in the event that any material, equipment, Fixture and/or personalty constituting part of the Mortgaged Property is replaced or added to, or any new material, equipment, Fixture and/or personalty is installed or substituted by mortgagor, the same shall be accomplished in a workmanlike manner and the said material, equipment, Fixture and/or personalty shall be installed free and clear of any lien or any security interest, unless such lien is subordinate to the lien of this Mortgage.

d) Other Liens.

Mortgagor will not, without the prior written consent of mortgagee, create, or permit to be created or to remain, any mortgage, pledge, lien, lease, encumbrance or charge on, security interest in, or conditional sale or other title retention agreement prior to the lien of this Mortgage with respect to the Mortgaged Property or any part thereof or income therefrom, other than the Permitted Encumbrances, and leases for television, telephone, telephones, ice and vending machines, signs, office equipment and computers, for use in the Mortgaged Property.

e) Mechanics' Lien.

Mortgagor will not permit any mechanics' lien to be filed against the Mortgaged Property or any part thereof remain unsatisfied for a period of thirty (30) calendar days after filing thereof.

f) No Transfer of Property or Change in Ownership.

It shall be an Event of Default if, without the prior written consent of mortgagee, which consent shall not be unreasonably withheld or delayed:

(i) Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, or transfer, of the Mortgaged Property or any part thereof or interest therein, excepting only (A) sales or other disposition of portions of the Mortgaged Property (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Mortgaged Property, (B) liens, pledges, mortgages, or security interests subordinate to the lien of this Mortgage, and (C) any ground lease of the Mortgaged Property.

(ii) Except as may be provided in Section 6 hereof, in the event mortgagor shall sell or transfer, whether

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