

- (c) consent to the cancellation or surrender of any lease relating to the Mortgaged Property, or any part thereof, now existing or hereafter made, having an unexpired term of more than one (1) year;
- (d) modify any such lease so as to shorten the unexpired term thereof or so as to decrease the amount of rent or other moneys payable thereunder;
- (e) in any manner impair the value of the Mortgaged Property or the security of the Mortgage for the payment of the debt secured thereby.

Red Roof covenants that no rent reserved under any lease or rental of the Mortgaged Property has been assigned or anticipated, and that no rent for any period subsequent to the date hereof has been collected in advance of the due date thereof.

Owner shall also comply with the foregoing covenants (a) through (e) contained in (a) through (e) of this Section 2.10; provided, however, it is understood and agreed that such covenants, except (e) above, shall only relate to the Lease; further provided (a) is not intended to prohibit an assignment of the Lease to the purchaser of the Real Estate.

Red Roof, upon request, from time to time, will furnish to Mortgagee a statement in such reasonable detail as Mortgagee may request, certified by Red Roof, of all leases relating to the Mortgaged Property; and on demand, Red Roof will furnish to Mortgagee executed counterparts of any and all such leases.

Section 2.11. Changes in Law with Respect to Taxation.

Red Roof further covenants that, in the event of the passage after the date of this Mortgage of any municipal, state or federal law deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for federal, state or local taxation purposes, or the manner of the collection of any such taxes, or imposing a tax, either directly

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