

and it will not require any additional fee or any change in the economic terms of the Note or of this Mortgage if (i) in the event of a proposed sale, conveyance, assignment, encumbrance or lease the proposed transferee, in the reasonable opinion of Mortgagee, (a) has the financial capability required to satisfy the obligations with respect to the operations of the Property as and when due, and (b) has, or will continuously employ a person or entity with, the management capability required to operate and maintain the mortgaged property so as to preserve and protect the condition of the mortgaged property, and Beneficiary's security; and (ii) in the event of additional encumbrances, such encumbrance is and will remain by its terms subordinate and junior to the lien of this Mortgage and each Senior Mortgage.

17. Without the prior written consent of Mortgagee, Mortgagor shall not lease any personal property, as lessee, which is now or hereafter intended to be part of the Mortgaged Property or is necessary for the operation of Mortgagor's business at the Mortgaged Property (except office and model apartment equipment and furniture), or create or cause or permit to exist any lien on, or security interest in the Mortgaged Property, including any furniture, fixtures, appliances, equipment or other items of personal property which are intended to be or become part of the Mortgaged Property. Mortgagor shall not incur any indebtedness for money borrowed to purchase the Mortgaged Property or any part thereof or any personal property or fixtures in substitution, renewal or replacement of any portion of the Mortgaged Property, other than the indebtedness secured hereby and the liens heretofore approved by Mortgagee, if any.

18. Mortgagor shall have no right to permit the holder of any subordinate mortgage or other subordinate lien, whether or not consented to by Mortgagee, to terminate any lease without first obtaining the prior written consent of Mortgagee. The holder of any subordinate mortgage or other subordinate lien shall have no such right, whether by foreclosure of its mortgage or lien or otherwise, to terminate any lease, whether or not permitted to do so by Mortgagor or as a matter of law, and any such attempt to terminate any lease shall be ineffective and void without first obtaining the prior written consent of Mortgagee.

19. If Mortgagor or any successor grantee or beneficiary of Mortgagor is a corporation, partnership or trust, it shall keep in effect its existence and rights as a corporation or partnership or trust under the laws of the state of its incorporation or formation and its right to own property and transact business in the state in which the Mortgaged Property is situated during the entire time that it has any ownership interest in the Mortgaged Property. For all periods during which title or beneficial title to the Mortgaged Property or any part thereof shall be held by a trust, corporation or association subject to corporate income taxes or taxes similar to income or corporate taxes, or by a partnership required to pay license or other fees or taxes, Mortgagor shall file returns for such taxes or license or