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**2.2. Loan Agreement Covenants.**

Each and all of the terms, provisions, representations, warranties, conditions, covenants and agreements set forth in the Loan Agreement, and in each and every supplement thereto or amendment thereof which may at any time or from time to time be executed and delivered by the parties thereto or their successors and assigns, are incorporated herein by reference to the same extent as though each and all of said terms, provisions, representations, warranties, conditions, covenants and agreements were fully set out herein. In the event of any conflict or inconsistency between the provisions of this Mortgage or any other instrument or document pertaining to the Bonds and the Loan Agreement or the Indenture, the provisions of the Loan Agreement and the Indenture shall be deemed controlling.

**2.3. Maintenance of Premises, Compliance with Laws, Material Alterations and Changes, Etc.**

The Developer shall (i) promptly repair, restore, replace or rebuild any portion of the Premises which may become damaged or be destroyed whether or not proceeds of insurance are available or sufficient for that purpose; (ii) keep the Premises in good condition and repair, free from waste, subject to ordinary wear and tear; (iii) pay all operating costs of the Premises; (iv) complete, within a reasonable time, any building or buildings or other Improvements now or at any time in the process of erection at the Premises; (v) comply with all requirements of statutes, ordinances, rules, regulations, orders, decrees and other requirements of law relating to the Premises or any part thereof by any federal, state or local authority subject to the right of the Developer to contest the enforceability or applicability of any such requirements; (vi) refrain from any action and correct any condition which would materially increase the risk of fire or other hazard to the Premises or any portion thereof; (vii) comply with any restrictions and covenants of record with respect to the Premises and the use thereof; (viii) observe and comply with any conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including without limitation zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions that are applicable to the Premises or its use and occupancy; and (ix) cause the Premises to be managed in a competent and professional manner. Without the prior written consent of the Co-Mortgagees, the Developer shall not cause, suffer or permit any (i) material alterations of the Premises except as required by law or ordinance or except as permitted or required to be made by the terms of any Leases approved by the Surety or except as such alterations shall improve the value of the Premises; (ii) change in the intended use or occupancy of the Premises for which the Improvements were constructed, as provided in the Loan Agreement, including without limitation any change which would materially increase any fire or other hazard; (iii) change in the identity of the Developer or the person or firm responsible for managing the Premises except as permitted by Paragraph G of Article IV of the Commitment; (iv) cause or permit any zoning reclassification with respect to the licenses, covenants, conditions or declarations of use against the Premises, other than use restrictions contained or provided for in Leases approved by the Surety; or (v) sale, alienation or encumbering of the Mortgaged Property; provided, however, that the consent of the Co-Mortgagees shall not be required for any sale, transfer or encumbrance of the Premises or Mortgaged Property permitted by Section 17.

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