

financing statement relating to any personal property, rights or interests described herein shall not be construed to diminish any right or priority hereunder.

SECTION 5. PROTECTION AND PRESERVATION OF THE MORTGAGED PROPERTY

5.1 Mortgagor shall neither commit nor permit to occur any waste upon the Mortgaged Property but shall at all times make or cause to be made all repairs, maintenance, renewals and replacements as may be necessary to maintain the Mortgaged Property in good condition and repair. Mortgagor shall keep the Mortgaged Property free of rubbish and other unsightly or unhealthful conditions.

5.2 Mortgagor shall repair and restore any portions of the Mortgaged Property that may be materially damaged or destroyed. Mortgagor shall promptly complete any improvements that may be commenced, in good and workmanlike manner, in compliance with all applicable laws, ordinances and regulations, and, if the costs of the improvements exceeds \$100,000.00, in conformity with plans and specifications approved by Mortgagee. Mortgagor shall pay when due all claims for work performed and materials furnished on or in connection with the Mortgaged Property or any part thereof and shall pay, discharge, or cause to be removed, all Liens upon the Mortgaged Property, arising from work performed or materials furnished on or in connection with the Mortgaged Property, except any Lien permitted under the terms of the Loan Agreement that is also permitted under the terms of the Bank Credit Agreement and Senior Note Indenture and subject to the right of Mortgagor to contest the validity or amount of such items as provided in Paragraph 5.5 hereof. Mortgagor shall comply with all laws, ordinances and regulations now or hereafter enacted affecting the Mortgaged Property or requiring any alterations or improvements to be made. Except as required by law, Mortgagor shall not remove, substantially alter, or demolish any building or improvement included in the Mortgaged Property without Mortgagee's prior written consent.

5.3 (a) Mortgagor shall provide and maintain policies of fire and extended coverage insurance on the Mortgaged Property in an amount not less than the full insurable value, on a replacement-cost basis, of the Mortgaged Property and, when requested by Mortgagee, shall also provide and maintain policies of insurance in amounts required by Mortgagee covering, as appropriate, vandalism and malicious mischief, sprinkler leakage, rent abatement and/or business loss, flood damage, earthquake and all other risks commonly required to be insured against by prudent institutional lenders making loans secured by liens against such properties. All such policies shall contain standard, non-contributory mortgagee clauses making losses payable to Mortgagee. Mortgagor shall also