

giving notice of such revocation to Mortgagor. Following such notice Mortgagee may retain and apply the Rents toward payment of the Debt in such priority and proportions as Mortgagee, in its discretion, shall deem proper. Mortgagor shall not, without the consent of Mortgagee, make, or suffer to be made, any Leases or cancel or modify any Leases or accept prepayments of installments of Rent for a period of more than two months in advance or further assign the whole or any part of the Rents. In respect of any Lease, Mortgagor will fulfill or perform each and every provision thereof on its part to be fulfilled or performed. Nothing contained in the preceding two sentences of this paragraph shall be construed as preventing Mortgagor in its discretion from evicting a tenant who is in default under any Lease. Notwithstanding anything to the contrary contained in this paragraph, it is expressly understood and agreed that Mortgagor shall have the right without obtaining the prior approval of Mortgagee to enter into any Lease, provided that such Lease (i) is on a lease form approved by Mortgagee and (ii) complies with minimum rent and tax and utility escalation requirements approved by Mortgagee.

7. Maintenance of the Mortgaged Property. Mortgagor shall cause the Mortgaged Property to be maintained in good condition and repair. The Improvements and the Equipment shall not be removed, demolished or materially altered (except for normal replacement of the Equipment), without the consent of Mortgagee. Mortgagor shall promptly comply with all laws, orders and ordinances affecting the Mortgaged Property, or the use thereof, and shall promptly repair, replace or rebuild any part of the Mortgaged Property which may be damaged or destroyed by any casualty (including any casualty for which insurance was not obtained or obtainable) or which may be affected by any proceeding of the character referred to in paragraph 5 hereof and shall