

5. That Mortgagor (i) will not remove or demolish or materially alter the design or structural character of any building or improvement now or hereafter erected upon the premises and will not remove (except for replacement in accordance herewith), sell or transfer any parts of the premises unless Mortgagee shall first consent thereto in writing and then only in accordance with the terms of any such consent which shall include without limitation the following: (a) prior approval of all plans and specifications by the Mortgagee, (b) prior acquisition by Mortgagor of a payment and performance bond satisfactory to the Mortgagee from the contractor performing any such work, and (c) prior receipt by Mortgagee of a waiver of liens or subordination thereof by said contractor to the security granted hereby; (ii) will constantly maintain all parts of the premises, (including fixtures, personal property, and parking areas, recreational facilities and drives) in good condition and repair (making such replacements as may be from time to time needed, such replacements to be free from any encumbrances thereon or any reservations of title thereto and to be of equal quality and condition as the part of the premises being replaced); (iii) will not commit or suffer waste of the premises; (iv) will comply with all deed and plat restrictions and with all applicable building, zoning, subdivision, land-use, health, sanitation, environmental protection and other laws, ordinances and regulations promulgated by any national, state or local governmental agency, department or subdivision and any amendments thereto and with all policies of insurance covering the premises and the requirements of the National Board of Fire Underwriters and will duly obtain and maintain in full force and