

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.

8. 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 6 hereof and shall complete and pay for, within a reasonable time, any structure at any time in the process of construction or repair on the Premises. If such casualty shall be covered by the Policies,