

(b) Mortgagor will not remove or demolish nor materially alter the design or structural character of any building, fixture, chattel or other part of the Premises without the written consent of Mortgagee.

(c) Mortgagee or its representative shall have access to and is hereby authorized to enter upon and inspect the Premises at all times.

(d) Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

(e) If all or any part of the Premises shall be damaged by fire or other casualty, Mortgagor will give immediate written notice of same to Mortgagee. On demand of Mortgagee and providing Mortgagee agrees to release any insurance proceeds recovered as a result of such casualty to apply toward the cost of such restoration, Mortgagor will promptly restore the Premises to the equivalent of its original condition. If any insurance proceeds are released for reconstruction, they shall be paid out only as such reconstruction progresses and Mortgagee shall provide any funds needed in excess of the insurance proceeds. If a part of the Premises shall be damaged through condemnation, Mortgagor will promptly restore, repair or alter the remaining property to a condition as nearly as practicable equivalent to the condition of the Premises prior to condemnation.

(f) Mortgagor shall commence and complete the construction and furnishing of certain improvements to be erected on the Premises in accordance with the plans and specifications identified in and pursuant to the provisions of a Construction Loan Agreement between the parties of even date.

1.05 FURTHER ASSURANCES. At any time, and from time to time, within ten (10) days after request by Mortgagee, Mortgagor will make, execute and deliver or cause to be made, executed and delivered to Mortgagee, any and all other further instruments, certificates, UCC financing statements, and other documents as may, in the opinion of Mortgagee be necessary or desirable in order to effectuate, complete or perfect or to continue and preserve the obligation of Mortgagor under the Note and the lien of this Mortgage and Security Agreement. Upon any failure by Mortgagor so to do, Mortgagee may make, execute and record any and all such instruments, certificates, financing statements and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor so to do.

1.06 LEASES AND RENTAL AGREEMENTS AFFECTING THE PREMISES.

(a) Mortgagor shall faithfully perform the covenants of Mortgagor as Lessor under any present and future leases and rental agreements affecting all or any portion of the Premises, and neither do nor neglect to do, nor permit to be done anything which may cause the termination of said leases and rental agreements, or any of them, or which may diminish or impair their value, or the rents provided for them, or the interest of Mortgagor or Mortgagee therein or thereunder. Mortgagor shall procure and deliver to Mortgagee at any time within thirty (30) days after notice and demand, estoppel letters or certificates from each lessee, tenant or occupant in possession of the Premises, as required by, and in form and substance satisfactory to, Mortgagee. Upon request Mortgagee shall have the right of prior approval of the form and content of all leases, management contracts and rental agreements used by Mortgagor for the Premises.

(b) With respect to any existing or future leases, tenancies, or other occupancy arrangements affecting the Premises or any part thereof, Mortgagor agrees that Mortgagor shall not, without the