

that nothing herein shall prohibit the transfer of the Project as an entirety to any "Surviving Entity", as that term is used in Section 6.2 of the Loan Agreement, in connection with any Transaction described therein and permitted under the terms thereof.

Section 4.6. Maintenance of Mortgaged Property. Grantor shall keep and maintain or cause to be kept and maintained the Mortgaged Property and the sidewalks and curbs abutting same, in good order and condition and in rentable and tenantable state or repair, and will make or cause to be made, as and when necessary, all repairs, renewals and replacements, structural and nonstructural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen. Grantor shall abstain from and shall not permit the commission of waste in or on the Mortgaged Property; shall not remove or demolish, or alter the structural character of, any building erected at any time on the Mortgaged Property, without the prior written consent of Grantee or except as expressly permitted hereby; and shall not permit the Mortgaged Property to become vacant, deserted or unguarded. Grantor will exercise every reasonable effort to keep the Project and all parts thereof free from filth, nuisance or conditions unreasonably increasing the danger of fire. Grantor shall keep the Project (a) properly licensed for operation as a long-term mental health hospital facility having 44 beds under the laws of the State and regulations of any agency thereof having jurisdiction over the Project or the operation thereof, (b) eligible to participate in all Governmental Programs under all applicable laws, rules, and regulations, and (c) in compliance with all other applicable governmental regulations and requirements, and in each case Grantor shall make all replacements and repairs necessary in connection therewith.

Section 4.7. Securing of Permits and Authorizations. Grantor shall neither do nor permit others under its control to do any work in or about the Project or related to any repair, rebuilding, restoration, replacement, alteration of or addition to the Project, or any part thereof, unless Grantor shall have first procured and paid for all requisite municipal and other governmental permits and authorizations. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning, and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of Article III hereof.