

AND IT IS AGREED, by and between the parties hereto, that if no event of default under the Loan Agreement shall have happened and be continuing, with the prior written consent of the Assignee, the Mortgagor may at any time or times grant easements, licenses, rights of way (including the dedication of public highways), and other rights or privileges in the nature of easements with respect to any property included in the Project free from the lien of the Mortgage, or the Mortgagor may release existing easements, licenses, rights of way, and other rights or privileges with or without consideration, and the Mortgagee agrees that it shall execute and deliver and, subject to the consent of the Assignee, will cause and direct the Assignee to execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right of way, or other right or privilege, upon receipt by the Assignee of: (i) a copy of the instrument of grant or release, (ii) a written application signed by the president or any vice president or treasurer of the Mortgagor requesting such instrument, (iii) a certificate executed by the president or any vice president or treasurer of the Mortgagor stating (1) that such grant or release is not detrimental to the business being conducted at the Project, and (2) that such grant or release will not impair the effective use or interfere with the operation of the Project and will not weaken, diminish, or impair the security intended to be given by or under this Mortgage. No grant or release effected under the provisions of this Mortgage shall entitle the Mortgagor to any abatement or diminution of the amounts payable under Section 5.2 of the Loan Agreement.

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