

other casualty in any material respect. Except as otherwise specifically provided for in the Loan Agreement, the Mortgagor agrees that no security agreement, conditional bill of sale or chattel mortgage shall be made or filed against the Building Equipment without the prior consent of the Mortgagee and if at any time there should be any (with the consent of the Mortgagee), then in the event of any default hereunder, all right, title and interest of the Mortgagor in and to all deposits and payments made thereon are hereby assigned to the Mortgagee.

10. Leasing. (a) The Mortgagor shall not hereafter, directly or indirectly, make or enter into any Lease of (i) all or any part of the Property on which any Buildings are located or (ii) five (5) percent or more of the premises. All of the aforesaid Leases shall be submitted to the Mortgagee for its written approval. In addition, the Mortgagor shall deliver to the Mortgagee a duplicate original of each Lease promptly after the execution thereof.

(b) The Mortgagor shall not, without the prior approval of the Mortgagee in each instance, (i) change, amend or modify, in any manner whatsoever, any Lease so as to reduce or diminish the obligations thereunder of the tenant or adversely affect the validity or enforceability of any Lease; (ii) terminate or cancel, or accept a surrender or suffer or permit any cancellation, termination or surrender of, any Lease, in any manner whatsoever; (iii) commence any summary

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