

ing of equipment which it determines has become inadequate, obsolete, worn, unsuitable, undesirable or unnecessary; provided, however, that the prior written consent of the Mortgagee shall be obtained with respect to the disposition of any equipment having an aggregate value of in excess of \$250,000.00 in a single transaction or series of related transactions, which consent shall not unreasonably be withheld; and, to the extent the equipment is necessary for the operation of the Mortgagor's business, the proceeds of any such disposition are used to replace said equipment.

15. Assignment of Leases and Rents. As of the date of this Mortgage, as security in addition to the property described in this Mortgage, the Mortgagor hereby assigns to the Mortgagee all its right, title and interest in and to all written and oral leases, whether now in existence or which may hereafter come into existence during the term of this Mortgage, or any extension hereof, covering the mortgaged premises, or any part thereof (but without an assumption by the Mortgagee of liabilities of the Mortgagor under any such leases by virtue of this assignment), and the Mortgagor hereby assigns to the Mortgagee the rents, issues and profits of the mortgaged premises. In the event of a default (or defaults) in the terms, conditions, covenants or promises contained in this Mortgage or in the Notes or any other promissory note or notes evidencing the Mortgage Indebtedness, or any part thereof, which is incurred within the time specified in the applicable instrument, the Mortgagee may receive and collect said rents, issues and profits through a court appointed receiver so long as any such default shall exist and during the pendency of any foreclosure proceedings and during any redemption period. The collection of rents by the Mortgagee shall in no way waive the right of the Mortgagee to foreclose this Mortgage in the event of any said default.

16. No Other Liens. Except as is permitted under the Agreement, the Mortgagor shall not consent or agree to any lien, mortgage, security interest or sale and leaseback transaction upon or affecting the mortgaged premises, or any part thereof, except as granted in this Mortgage and any other lien or security interest granted to the Mortgagee.

17. Obligations under Leases, etc. The Mortgagor shall promptly and diligently observe and perform all of the terms, conditions, covenants and agreements to be observed or performed by the landlord and enforce every obligation of the tenant under any lease assigned to the Mortgagee and every tenant in which rents are assigned to the Mortgagee. The Mortgagor shall not, without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld, cancel, modify, amend or supplement, or consent to any cancellation, modification, amendment or supplement of any lease assigned to the Mortgagee, nor assign or transfer any such lease.