

entity comprising, in whole or in part, Mortgagor or invalidate, in whole or in part, any act done pursuant to such default.

29. Mortgagor will not initiate or acquiesce in any change in zoning or other land use classification now or hereafter in effect and affecting the Property.

30. Upon Mortgagee's request, Mortgagor hereby agrees to assign to Noteholder, as additional security for the indebtedness secured hereby, the Mortgagor's interest in any or all agreements, contracts, licenses, permits or other rights or benefits affecting or pertaining to the Property or any part thereof, such assignments to be made by instruments in form satisfactory to Mortgagee in all respects and, if required by Mortgagee, will be recorded immediately at the place or places specified by Mortgagee; provided, however, no such assignment and no assignment of lease required by Mortgagee will be construed as a consent by the Mortgagee to any lease, agreement, contract, license, permit or other such Property rights or benefits so assigned, or to impose upon Mortgagee any obligations with respect thereto.

31. Should the Property be vacant for any period in excess of thirty days (except for reasons of any loss or damage specified in paragraphs 2 or 3 hereof), or in the event of the abandonment of the Property or any part thereof by Mortgagor; then, a default will automatically exist in all Loan Documents.

32. Certain representations and disclosures have been made by or on behalf of Mortgagor to Mortgagee in order to induce Mortgagee to make the loan secured hereby, which representations and disclosures are hereby acknowledged to be true and correct in all respects. Mortgagor hereby represents and warrants that all requirements set forth in Mortgagee's loan commitment pertaining to the loan evidenced or secured hereby have been fully satisfied except as specifically waived in writing by Mortgagee or except as expressly stated to the contrary in such commitment. If The Life Insurance Company of Virginia, a Virginia corporation, is not the original Mortgagee named on page 1 hereof, then the provisions of this paragraph shall not be deemed to be effective until The Life Insurance Company of Virginia is the Mortgagee - it being the intent of the parties hereto that the provisions of this paragraph refer to The Life Insurance Company of Virginia as Mortgagee and lender and to the loan commitment of The Life Insurance Company of Virginia pertaining to the loan evidenced or secured hereby.

33. Except for leases to tenants in the normal course of business, Mortgagor will not, without the prior written consent of Mortgagee, make, suffer or permit, voluntarily or involuntarily, whether by operation of law or otherwise, any transfer, conveyance or encumbrance of all or any part of or interest in the Property or be divested of title to the Property or any part thereof or interest therein. All information requested by Mortgagee to consider the terms and conditions of any such transfer, conveyance, encumbrance or divestment will be delivered by Mortgagor to Mortgagee immediately upon request. If the Mortgagor is now or hereafter an artificial entity (for example, a corporation, partnership, trust, tenancy in common, joint venture, etc.); then, without the prior written consent of Mortgagee, any of the following transfers, conveyances or encumbrances shall constitute a default herein: (i) any transfer, conveyance or encumbrance of all or any interest in such artificial entity, or (ii) any transfer, conveyance or encumbrance of all or any interest in any entity or entities directly or indirectly owning a controlling interest (10% or more) in such artificial entity. NOTICE: MORTGAGEE RESERVES THE RIGHT TO INCREASE THE INTEREST RATE ON THE NOTE TO A THEN CURRENT MARKET INTEREST RATE AS DETERMINED SOLELY BY MORTGAGEE IN THE EVENT MORTGAGEE IS REQUESTED TO APPROVE AND DOES APPROVE ANY TRANSFER, CONVEYANCE OR ENCUMBRANCE REFERRED TO IN THIS PARAGRAPH, AND MORTGAGOR HEREBY AGREES NOT TO OBJECT TO SUCH INCREASE.

34. In this Mortgage, in the loan commitment issued by Mortgagee committing Mortgagee to make or purchase the loan secured hereby and perhaps in other Loan Documents, Mortgagee has either approved or required that Mortgagee approve plans and specifications for all or part of the Property, and Mortgagee may have required that Mortgagee approve the architect, contractor, engineer or other construction-related persons, entities, documents or matters. Mortgagor hereby acknowledges that Mortgagee (i) does not have among its investment department personnel any architects, contractors, engineers or other construction-related experts or expertise, and (ii) to the extent Mortgagee has made any requirements referred to earlier in this paragraph, Mortgagee has exercised and in the future will exercise its rights in connection with such requirements solely as a lender in determining or preserving the value of the Property for internal loan purposes exclusively and NOT as an expert in construction-related matters or for the purpose of

0413

4328 RV-21