

the land to be removed, demolished or structurally or materially altered (if the cost of such alteration shall exceed \$10,000) in whole or in part, or any fixture or article of personal property covered by this Mortgage to be removed or destroyed without the prior written consent of the Mortgagee, unless such fixtures and articles of personal property so removed are replaced by fixtures or personal property of like kind and quality. The Mortgagor will promptly repair, restore or replace the land, building and improvements or other property damaged or destroyed by casualty or otherwise provided the insurance proceeds are made available pursuant to paragraph 1(c)(ii). The Mortgagor will not abandon the Premises or any part thereof. The Mortgagor will at all times maintain the buildings and improvements, and all fixtures, and other personal property covered by this Mortgage in good condition and repair. The Mortgagor will comply, and cause all occupants of the buildings and land to comply, with all laws and ordinances relating to the maintenance or use of the Premises issued by any governmental authority. The Mortgagor will pay all license fees and similar municipal charges for the use and occupation of the buildings and Land and for the use of any personal property and fixtures now or hereafter used in connection with the buildings and Land or in connection with the ownership and/or use of any personal property or fixtures. Furthermore, the Mortgagor will not permit any condition to exist on the buildings and Land which might result in the termination or cancellation of any insurance required to be carried by the Mortgagor. Without limiting the generality of the foregoing, the Mortgagor shall comply with all building, fire, health, safety and other codes and laws, and laws respecting the safety, preservation, shoring, waterproofing and weatherproofing adjacent and neighboring walls and structures, when doing, causing to be done or permitting any work on, to or about the Land, building and improvements.

(l) Upon obtaining knowledge of the institution of any proceedings for the condemnation of the Land, building or improvements or any one or more of them or any part thereof, including the change in grade of any street or other governmental action, the Mortgagor will notify the Mortgagee of the pendency of such proceedings. The Mortgagee may participate in any such proceedings and the Mortgagor will deliver to the Mortgagee from time to time all instruments requested to permit the Mortgagee to so participate. No claim with respect to any condemnation may be settled without the consent of the Mortgagee. If, prior to the receipt by the Mortgagee of such awarded compensation, the property shall be sold upon foreclosure of this Mortgage, then the Mortgagee shall have the right to receive said award or compensation to the extent of any deficiency found to exist after such sale, for legal interest thereon whether or not a deficiency judgment on the debt hereby secured shall have been issued or denied, together with reasonable counsel fees and the cost and disbursements incurred by the Mortgagee in connection with collection of such awarded compensation.

(m) The Mortgagor, within ten (10) days after request, shall furnish a duly acknowledged written statement setting forth the amount of the debt remaining secured by