

Tenant from the Mortgaged Premises, provided that any new tenant or operator of the Mortgaged Premises and the terms and conditions of any new lease or management agreement shall be subject to the prior written approval of Mortgagee. Mortgagee shall not withhold its consent to the terms and conditions of any such new lease or management agreement, provided that the moneys to be paid to Mortgagor are equal to or more than the moneys to be paid to Mortgagor under the Lease and provided further that the other terms of such lease or agreement are not less burdensome with respect to the new tenant's or operator's obligations than are the obligations of Tenant under the Lease.

3. Mortgagor will enforce the terms, covenants and conditions to be performed by all tenants, licensees, and other parties under any lease or other agreement pertaining to the Mortgaged Premises, in accordance with its terms and will not materially modify or amend, or permit the material modification or amendment of, such terms, covenants or conditions and will not cancel or surrender, or permit the cancellation or surrender of, any lease or other agreement pertaining to the Mortgaged Premises, or any of such terms, covenants or conditions without in each case the prior consent of Mortgagee except as provided in the immediately preceding paragraph.

4. The rights and obligations of Mortgagor and Mortgagee in connection with providing insurance coverage for the Mortgaged Premises and with any loss or damage caused by fire or other casualty with respect to the Mortgaged Premises shall be governed in accordance with Section 2.8 of the Security Agreement dated May 3, 1979, between Mortgagor and Mortgagee (the "Security Agreement").

5. Mortgagor will maintain the Buildings in good and tenantable repair, and will not structurally alter the same without the prior written consent of Mortgagee nor remove or demolish the same in whole or in part, nor (except where appropriate replacements free of superior titles, liens and claims are immediately made of a value at least equal to the value of the Building Equipment or Project Personal Property, as defined in the Assignment and Security Agreement, removed) shall Mortgagor remove any Building Equipment or Project Personal Property from the Mortgaged Premises or make any change in the use thereof which will materially increase any ordinary fire or other hazard arising out of construction or operation or do or permit to be done thereon anything that may materially impair the security of this Mortgage.

6. Mortgagor will (a) duly pay and discharge all taxes, assessments and governmental charges or levies imposed upon the Mortgaged Premises, prior to the date on which penalties attached thereto, unless and to the extent only that such taxes, assessments and governmental charges or levies are being contested in good faith by appropriate proceedings; (b) duly pay and discharge all lawful claims, whether for labor, materials, supplies, services or anything else, which might or could, if unpaid, become a lien or charge upon the Mortgaged Premises, unless and to the extent only that the validity thereof is being contested in good