

Default Rate until paid and shall be secured by this Mortgage. Failure on the part of the Mortgagor to pay sums advanced hereunder shall, at the option of the Mortgagee, constitute a default hereunder. If, by reason of any default by Mortgagor under any provision of this Mortgage, Mortgagee declares all sums secured hereby to be due and payable, Mortgagee may then apply any funds in said account against the entire indebtedness secured hereby. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided shall not be affected except insofar as those obligations have been met by compliance with this Paragraph. Mortgagee may from time to time, at its option, waive, and after any such waiver reinstate, any or all provisions hereof requiring such deposits, by notice to Mortgagor in writing. While any such waiver is in effect, Mortgagor shall pay taxes, assessments and insurance premiums as herein elsewhere provided.

6. Mortgagor (i) will not remove, demolish or alter the design or structural character of any building now or hereafter erected upon the Premises, nor remove or permit the removal of any fixtures, equipment or appliances therefrom unless Mortgagee shall first consent thereto in writing, (ii) will maintain the Premises in good condition and repair, (iii) will not commit or suffer waste thereon, (iv) will not cut or remove nor suffer the cutting or removal of any trees or timber on the Premises (except for domestic purposes) without Mortgagee's written consent, (v) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Premises, and will not suffer or permit a violation thereof, and (vi) will operate the Premises continuously as a twenty-five story office building with approximately 371,500 square feet and a 409 space parking garage.

7. Mortgagor shall keep the buildings now on said Premises or which may hereafter be erected on said Premises in first-class condition and repair, and should Mortgagor fail to make any and all necessary repairs to keep said buildings in first-class condition and repair within thirty (30) days after receipt by Mortgagor of written notice from Mortgagee directing that such repairs be made, then Mortgagee, its agents, employees or contractors, if Mortgagee so elects, may enter said Premises and the building or buildings located thereon and make the necessary repairs and all expenses incurred by Mortgagee in connection therewith shall become immediately due and payable with interest at the Default Rate until paid and shall be secured hereby. Failure on the part of the Mortgagor to pay all expenses incurred by Mortgagee in connection with the making of such repairs, shall at the option of the Mortgagee, constitute a default under the terms hereof.

8. Mortgagor will keep the Premises insured against loss or damage by fire, windstorm and such other hazards as may be required by Mortgagee, in form and amounts satisfactory to (but not less than full insurable value in amounts sufficient to avoid coinsurance liability) and in insurance companies approved by Mortgagee, the proceeds of which insurance shall be payable to Mortgagee. Mortgagor shall also at its expense provide rental or use and occupancy insurance and public liability insurance in amounts and with companies satisfactory to Mortgagee. All policies shall be endorsed with a noncontributory Standard Mortgagee Clause in favor of Mortgagee as its interest may appear. One original or a duplicate copy of each policy shall be delivered to Mortgagee, together with receipts showing payment for the premiums therefor. Upon foreclosure of this Mortgage or other acquisition of the Premises or any part thereof by Mortgagee, said policies shall become the absolute property of Mortgagee. In the event any policy required by Mortgagee is not renewed on or before thirty (30) days of its expiration and evidence thereof provided to Mortgagee, Mortgagee may procure said insurance, pay the premium therefor, and such sum shall become immediately due and payable with interest at the Default Rate until paid and shall be secured hereby. Failure on the part of Mortgagor to furnish such renewal copies as are herein required or failure to pay any sums advanced hereunder shall, at the option of the Mortgagee, constitute a default under the terms hereof. The proceeds of all insurance shall, at the option of the Mortgagee be applied by the Mortgagee in reduction of the indebtedness secured hereby, whether the same be then matured or unmatured (no such application shall be deemed to be an advance payment of any subsequently accruing fixed sum) or

RECORDED

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