

of each such initial policy coincident with the execution of this Mortgage and the original of each renewal policy not less than fifteen (15) days prior to the expiration of the initial or each preceding renewal policy together with receipts or other evidence that the premiums thereon have been paid.

4.6 Application of Proceeds: The proceeds of the insurance described in Paragraph 4.5 hereinabove are to be paid to Mortgagee as its interest may appear for the restoration, repair or replacement of the Mortgaged Property. Notwithstanding provisions contained in this Mortgage, during the term of the Major Lease, the collection, application and disposition of any insurance proceeds shall be in accordance with the applicable provisions of the Major Lease.

4.7 Performance of Leases: Mortgagor will use all reasonable efforts to maintain each of the Leases in force and effect during the full term hereof.

4.8 Inspection: Mortgagor will permit Mortgagee and its agents, representatives and employees, to inspect the Mortgaged Property at all reasonable times.

4.9 Hold Harmless: Mortgagor will defend, at its own cost and expense, and hold Mortgagee harmless from, any action, proceeding or claim occurring subsequent to closing affecting the Mortgaged Property (except to the extent such action, proceeding or claim arises from or is occasioned by matters for which the tenant is responsible under the Major Lease) or the Security Documents and all costs and expenses incurred by Mortgagee in protecting its interests hereunder in such an event (including all court costs and reasonable attorneys' fees) shall be borne by Mortgagor.

4.10 Books and Records: Mortgagee shall have the right, at reasonable times and upon reasonable notice, to audit, examine, and make copies or extracts of Mortgagor's books of account and records kept in the normal course of Mortgagor's business relating to the Mortgaged Property, all of which shall be maintained and made available to Mortgagee at Mortgagor's principal place of business.

5. Negative Covenants: Mortgagor hereby covenants and agrees with Mortgagee that until the entire indebtedness shall have been paid in full and all of the Obligations shall have been fully performed and discharged: