

such alterations alone or together with related alterations or construction will cost \$50,000 or more; or (ii) construct additions to all or any part of the Buildings or construct any new or additional buildings on the Property if such construction will materially decrease the value or utility of the Property or any part thereof, or if such construction alone or together with related alterations or construction will cost \$50,000 or more; without the prior written consent of the Mortgagee in each instance, and then only upon terms and conditions satisfactory to the Mortgagee.

(c) The Mortgagor will, however, have the right, to the extent permitted under the Loan Agreement, from time to time to remove and dispose of Building Equipment, provided, however, that if such Building Equipment is necessary or useful to the operation of the Property, the Mortgagor shall promptly replace such Building Equipment with other Building Equipment at least equal in operational performance, function and utility to that removed, free of lien or superior title (and by such removal and replacement, the Mortgagor shall be deemed to have subjected the Building Equipment constituting the replacement to the lien of this Mortgage).

12. Compliance with Laws. (a) The Mortgagor shall promptly comply with, or cause to be complied with, all present and future laws, statutes, ordinances, rules, regulations and other requirements of all governmental authorities whatsoever having jurisdiction of or relating to all or any part of