

~~and conditions thereof and Mortgagor shall fully, duly and promptly discharge each and every one of its agreements contained in such Guaranty Agreement and shall comply with and perform all of the terms, provisions and conditions thereof. Upon the occurrence of an event of default under the Guaranty Agreement (as therein defined), Mortgagee may, at its option, declare the entire indebtedness secured by this mortgage, and all other sums secured hereby, to be immediately due and payable. The occurrence of an event of default under the provisions of said Guaranty Agreement shall constitute a default under the terms of this mortgage. In the event of a conflict between the terms of said Guaranty Agreement and the terms of this mortgage, said Guaranty Agreement shall be controlling.~~

16. Mortgagor hereby covenants and agrees (i) to maintain, preserve and renew all rights of way, easements, grants, privileges, licenses and franchises necessary for the complete and comfortable use of the premises and the Building Equipment from time to time, (ii) to comply with all zoning ordinances, all other laws, ordinances and governmental orders, all matters of record and all other public or private restrictions affecting the premises and the Building Equipment from time to time, (iii) to promptly observe and perform all of the covenants and conditions contained in any prior mortgage or security agreement with respect to the premises or the Building Equipment to which this mortgage may be subject and which are required to be observed or performed by Mortgagor, and to do all things necessary to preserve and keep unimpaired its rights thereunder, and (iv) to promptly notify Mortgagee in writing of any default by Mortgagor in the performance or the observance of any of the foregoing matters (i) through (iii) and promptly to cause a copy of each notice of such default given with respect to such default, if any, to be delivered to Mortgagee.

In the event Mortgagor fails to perform any of the foregoing matters (i) through (iii), then Mortgagee may, as

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