

(f) The Developer shall cause the Collateral at all times to be kept insured at its own expense under one or more policies with such companies, for such periods and amounts, against such risks and liabilities, and in such form as are reasonably satisfactory to the Secured Parties, with loss payable to the Secured Parties and mortgagee clauses attached to all policies in favor of and in form satisfactory to the Secured Parties. Such insurance policies shall provide for at least 30 days prior written notice to the Secured Parties of cancellation, termination, lapse, reduction in amount or material change in coverage of such policies, and shall be delivered to and held by the Secured Parties, together with evidence of payment of premiums thereon. The Developer will promptly notify the Secured Parties of any loss or damage to the Collateral and will not adjust or settle such or any loss without the written consent of the Secured Parties. In the event of foreclosure or sale under this Security Agreement, all right, title and interest of the Developer in and to any insurance policies then in force shall pass to the purchaser at any sale, and the Secured Parties are hereby appointed attorneys-in-fact for Developer to assign and transfer said policies.

(g) The Developer will keep the Collateral free from any lien, security interest or encumbrance, other than Permitted Liens, and in good condition and repair. From time to time and at the request of the Secured Parties, the Developer will make necessary or desirable repairs, replacements, renewals and additions to the Collateral which may be required by reason of use, wear, obsolescence, damage or destruction, however caused, to the end that the efficiency of the business conducted on the Premises shall not be impaired. The Developer will not misuse, abuse, allow to deteriorate, waste or destroy the Collateral or any part thereof, except for ordinary wear and tear in the course of its normal and expected use. The Developer will not use the Collateral in violation of any statute or governmental rule, regulation or ordinance.

(h) The Developer will pay prior to delinquency all taxes and assessments assessed against the Collateral, imposed on account of its use or operation or imposed upon the First Secured Note ("**Impositions**") and shall deliver to the Secured Parties within 10 days after the due date of each Imposition a receipt, or other evidence satisfactory to the Secured Parties, of the payment thereof.

(i) At the request of either of the Secured Parties, the Developer will execute any document, will procure any document and will do all other acts which from the character or use of the Collateral may be reasonably necessary to protect the Collateral against the rights, claims or interests of third persons, and will otherwise preserve the Collateral as security hereunder.

(j) The Developer shall furnish promptly to the Secured Parties such information concerning the Collateral as the Secured Parties may from time to time reasonably request. The Developer shall permit and hereby authorizes the Secured Parties to examine and inspect the Collateral and any portion thereof wherever the same may be located at reasonable times and upon reasonable notice. Upon the occurrence of an Event of Default, the Developer shall, at the request of the Secured Parties, assemble the Collateral or such portion thereof as may be designated by the Secured Parties, together with all documents and records pertaining thereto, at such reasonable place as the Secured Parties may designate.