

or policies of insurance of the character, with the coverage, in the amounts, naming such insureds and with loss payable under any policy as shall be required to be maintained by the Lessee under the Lease, whether or not the Lease shall have been terminated as herein or therein permitted. Either said policy or policies of insurance or a certificate or memorandum from such insurance company or companies evidencing compliance with the requirements of this paragraph shall be delivered to the Mortgagee. The Mortgagor shall not take out separate insurance concurrent in form of contributing in the event of loss with that required to be maintained pursuant to this paragraph unless the Mortgagee shall be included as a named insured with loss payable to it as its interest may appear.

(b) Not later than 30 days after the date of the execution and delivery hereof, the Mortgagor will deliver or cause to be delivered to the Mortgagee a policy of mortgage title insurance in the form and subject only to the exceptions heretofore submitted to the Mortgagee and permitted hereby, which policy shall insure the Mortgagee, from the date of the execution and delivery hereof, against loss up to an amount equal to the original principal amount of the Notes by reason of the failure of this Mortgage to create upon the Property the first lien which it purports to create thereon.

(c) The Mortgagor, forthwith upon the execution and delivery of this Mortgage and thereafter from time to time, will cause this Mortgage and each supplement hereto and each instrument of further assurance, conveyance or mortgaging referred to in paragraph 1 to be filed, recorded and registered as a mortgage or deed of trust or security conveyance of real property in such places and in such manner as may be required by any present or future law applicable thereto in order to publish notice of and fully protect the lien hereof upon the Property and in order to entitle the Notes from time to time outstanding to the benefits and security of this Mortgage, and will cause the Lease and Assignment and each supplement thereto to be filed, recorded or registered in such places and in such manner as may be required by law in order to publish notice and to protect the validity thereof and from time to time will execute or cause to be executed any and all further instruments that may be requested by the Mortgagee for such publication and protection. To the extent permitted by applicable law, the Mortgagor will pay or cause to be paid all filing, registration and recording taxes and fees incident to the foregoing.

8. Conduct of Business. So long as any Note is outstanding the Mortgagor will not:

(a) create, incur, guarantee, assume, suffer to exist or become liable with respect to, any current or funded debt for borrowed money, or any amounts secured by liens, encumbrances or charges (other than as permitted hereby) upon the Property, except the Notes;