

may at the time be in effect and be applicable to the Properties or any Property or any part thereof, (c) liens, if any, for taxes, assessments and governmental charges not yet due or delinquent, or being contested in good faith and by appropriate proceedings, (d) all mechanics' and materialmen's liens insured against under the title policies delivered pursuant to Section 5.6 of the Note Purchase Agreement, (e) any and all municipal and public utility easements which may hereafter be granted by the Company, and (f) such other title objections as Mortgagee may accept.

Properties; Property - as defined in the mortgaging clause.

Taking - a taking or voluntary conveyance during the term hereof of all or part of any Property, or any interest therein or right accruing thereto or use thereof, as the result of or in lieu or in anticipation of the exercise of the right of condemnation or eminent domain.

Trustee - any trustee under the Individual Mortgages.

Unavoidable Delays - delays due to strikes, acts of God, governmental restrictions, enemy action, civil commotion, fire, unavoidable casualty or other causes beyond the control of the Company, provided that lack of funds shall not be deemed a cause beyond the control of the Company.

2. Payment of the Note. The Company will duly and punctually pay the principal of, and premium, if any, and interest on the Note in accordance with its terms and will otherwise duly comply therewith.