

any indebtedness secured by this Mortgage remains outstanding.

5. Affirmative Covenants. Until this Mortgage and the lien on the Properties created hereby and by the Individual Mortgages shall terminate in accordance with Section 25, the Company shall:

(a) Recordation, etc. At all times cause the Individual Mortgages and each amendment or modification thereof or supplement thereto to be recorded, registered and filed and to be kept recorded, registered and filed in such manner and in such places and will comply with all such statutes and regulations, as may be required by local law in order to establish, preserve and protect the lien of this Mortgage and the Individual Mortgages on the Properties and the rights of Mortgagee or any Trustee thereunder. The Company will pay or cause to be paid all taxes, fees and other charges incurred in connection with such recording, registration, filing and compliance.

(b) Maintenance and Repairs. Keep and maintain or cause Jackson-Atlantic to keep and maintain each Property in good order and repair (ordinary wear and tear excepted) and will make or cause Jackson-Atlantic to make all repairs and replacements necessary to that end.

(c) Payment of Impositions. Pay or cause Jackson-Atlantic to pay all Impositions while the same may be paid without fine, penalty, interest or additional cost, unless the same shall be contested in good faith and by appropriate proceedings by either the Company or Jackson-Atlantic in the manner permitted by Article