

10. (a) The Mortgagor forthwith upon the execution and delivery of this Mortgage and thereafter from time to time, will cause this Mortgage, and any security instrument creating a lien or evidencing the lien hereof upon the mixed or personal property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the interest of the Mortgagee in, the Mortgaged Property.

(b) The Mortgagor will pay all filing, registration or recording fees, and all expenses incident to the preparation, execution and acknowledgment of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Chattels, and any instrument of further assurance, and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note, this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Chattels or any instrument of further assurance.

11. That, if Mortgagor or any party constituting Mortgagor is a corporation, the execution and delivery of this Mortgage has been duly authorized by the Board of Directors of such corporation; and that, if required by the Certificate of Incorporation of such corporation, the execution and delivery of this Mortgage has been duly consented to by the stockholders of such corporation. The Mortgagor, if a corporation, will do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges as a business or stock corporation under the laws of the state of its incorporation and will comply with all regulations, rules, ordinances, statutes, orders and decrees of any Governmental Authority or court applicable to the Mortgagor or to the Mortgaged Property or any part thereof.

12. (a) The Mortgagor will pay, before same become delinquent, all taxes of every kind and nature (including real and personal property taxes and income, franchise, withholding, profits and gross receipts taxes); all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, and all other public charges whether of a like or different nature, imposed upon or assessed against it or the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof. The Mortgagor will, upon the request of the Mortgagee, deliver to the Mortgagee receipts evidencing the payment of all such taxes, assessments, levies, fees, rents and other public charges imposed upon or assessed against it or the Mortgaged Property or the revenues, rents, issues, income or profits thereof.

(b) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of debts secured by deeds to secure debt or the manner of collecting taxes so as to affect adversely the Lender, the Borrower will promptly pay any such tax; if the Borrower fails to make such payment, then the entire balance of the principal sum secured by this indenture and all interest accrued thereon shall, without notice, immediately become due and payable at the option of the Lender.

13. The Mortgagor will pay, from time to time when the same shall become due, all claims and demands of mechanics, materialmen, laborers, and others which, if unpaid, might result in, or permit the creation of, a lien on the Mortgaged Property, whether paramount or subordinate to this Mortgage, or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom and in general will do or cause to be done everything necessary so that the first lien of this Mortgage shall be fully preserved, at the cost of the Mortgagor, without expense to the Mortgagee.

14. Annual Reports. Upon request of the Lender, the Borrower will furnish to the Lender annually within ninety (90) days next following the end of the Borrower's fiscal year statements, prepared by a Certified Public Accountant, satisfactory to the Lender, showing the actual income and expenses for the previous fiscal year, itemized according to each category of income and each classification of expenses, and a certification of the accuracy of each such statement.

15. Insurance. The Borrower will keep the buildings, whether now standing on said Mortgaged Property or hereafter erected, continuously insured against loss or damage by fire and against such other hazards as the Lender, in its sole discretion, shall from time to time require, for the benefit of the Lender; that all such insurance at all times will be in an insurance company or companies and in terms and amounts acceptable to the Lender, with loss, if any, payable to the Lender as its interest may appear, pursuant to a mortgagee clause which shall be satisfactory to the Lender; and that forthwith upon the issuance of such policies the Borrower will deliver the same and all renewals thereof to the Lender and will also deliver to the Lender receipts for the premiums paid thereon.