

encumber the Properties as provided herein and (b) has good and marketable fee simple title to the First Closing Properties, free and clear of all liens and encumbrances except this Mortgage and the Permitted Encumbrances. The Individual Mortgages constitute valid first mortgages on, or first deeds of trust of, all of the First Closing Properties, and the Company, at its expense, will warrant and defend its title to the Properties and the security priority of the Individual Mortgages thereon against all claims and demands and will maintain and preserve such security priority as long as any indebtedness secured by this Mortgage remains outstanding.

ARTICLE V

5. Affirmative Covenants. Until this Mortgage and the lien created hereby shall terminate in accordance with Article XXV the Company shall:

(a) Recordation, Filing, 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 as appropriate, and comply with all applicable statutes and regulations, in order to establish, preserve and protect the security priority of this Mortgage and the Individual Mortgages on the Properties and the rights of the Mortgagee thereunder. The Company shall 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 Lessee to keep and maintain each Property in good order, repair and operating condition (ordinary wear and tear excepted) and make or cause Lessee to make all repairs and replacements necessary to that end.

(c) Payment of Impositions and Utility Charges. Pay or cause Lessee 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 Lessee in the manner permitted by Article XV of the Leases. In addition, the Company will pay or cause Lessee to pay all utility charges as required by Article XI thereof. The Company will furnish or cause Lessee to furnish to the Mortgagee upon request, official receipts or other satisfactory proof evidencing such payments. The Company shall not be entitled to any credit on the Note or any other sums