

(a) Pay any loans payable to any of its officers, directors, stockholders, beneficiaries, partners or to any members of their families;

(b) Declare, make or pay any dividends or distribute any capital, or redeem or repurchase the shares;

(c) Liquidate, dissolve, consolidate or merge; or

(d) Issue any additional shares or transfer on its books any presently held shares.

37. Anything contained herein to the contrary notwithstanding, and provided there has been no default hereunder, Mortgagor shall be prohibited from selling or refinancing any of the properties described on Exhibit A without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld; failing of which shall constitute an acceleration of the indebtedness. In the event that Mortgagee does consent to any such sale or refinancing, Mortgagee shall execute and deliver to Mortgagor a partial discharge of this Mortgage upon payment to Mortgagee of 100% of the net proceeds of any such sale or refinancing but in no event less than the sum set forth on each of the properties described on Exhibit A as the release price. All such sums so received by Mortgagee shall be applied against the principal balance outstanding. Mortgagor shall bear all costs in connection with such partial discharges of this Mortgage.

PROVIDED ALWAYS, and these presents are upon the express condition, that if the Mortgagor shall pay or cause to be paid to the Mortgagee the just and full sum represented by the Note and the other two Notes hereinbefore referred to, with interest thereon according to all the terms and conditions of the said Notes, bearing even date herewith, executed and delivered by the Mortgagor to the Mortgagee and shall moreover pay all sums which may be advanced thereunder with interest thereon and shall observe and perform all of the other things herein required to be observed and performed, then these presents shall be NULL and VOID; otherwise to remain in full force and virtue.

AND it is further agreed that Mortgagor may hold and enjoy said premises until there is a default hereunder or in the Note secured hereby.

IT IS SPECIFICALLY AGREED that time is of the essence of this contract and that the waiver of the options, or obligations secured hereby, shall not at any time thereafter be held to be abandonment of such rights. Notice of the exercise of any option granted to the Mortgagee herein, or in the Note secured hereby, is not required to be given.

ALL OF THE COVENANTS herein contained are joint, and several and shall also bind, and the benefits and advantages thereof shall also inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural and singular and the use of any gender shall include all genders.