

Paragraphs 4, 5, 6, 7, 8

4. **Discharge of Mortgage.** Upon the payment in full of the principal of the Lessor's Note and all interest accrued thereon and premium payable thereon, and all other sums payable pursuant to this Mortgage, and the performance of the provisions hereof, then and from thenceforth this Mortgage and the estate hereby granted shall cease and become void, and at the cost of Lessor, the Company shall execute and deliver such instrument or instruments as shall be appropriate to reconvey the Granted Property and the rights Granted hereby to Lessor and to discharge and satisfy this Mortgage of record.

5. **Protective Covenants.** At all times the Property shall be leased to the Lessee under the Lease, provided that the Lease may be assigned or the Property sublet by the Lessee on condition that the Lessee remains obligated thereunder to the same extent as though no assignment, sublease or transfer thereof had been made. Lessor will perform or cause to be performed punctually all covenants and obligations of Lessor contained in each instrument included in the Granted Property and the Note Purchase Agreements, strictly in accordance with the respective terms thereof, and will at all times do all things necessary to compel performance by each other person of all covenants and obligations to be performed by it under such instruments. Lessor will at all times maintain or cause to be maintained the validity and effectiveness of the Grant made by the Granting Clauses and by the Assignment, and will take no action nor permit any action to be taken by others which will release any person from its obligations or liabilities under any instrument included in the Granted Property or the Assignment, or which will result in the termination, amendment or modification, or impair the validity, of such instrument, such Grant or the Assignment, except as herein or therein expressly provided. Lessor will give to the Company notice of any default by any person under any instrument included in the Granted Property or the Assignment, promptly after obtaining knowledge thereof.

6. **Existence of Lessor.** (a) So long as the Lessor is the owner of the Property, it will do or cause to be done all things necessary to preserve its valid existence and good standing under the laws of the jurisdiction of its formation and will do or cause to be done all things necessary to preserve and keep in full effect its rights to own property and transact business in the jurisdiction of the situs of the Property, and hereby appoints the Secretary of State of such jurisdiction as Lessor's agent for service of process, and Lessor will do or cause to be done all things necessary to reinstate such rights at such time or times as the Company may reasonably request, if such rights are necessary to protect the validity and enforceability against Lessor of this Mortgage, the Lease, the Assignment or the Lessor's Note, or against the Lessee of the Lease, the Assignment or the Assignment of Leases, or against Guarantor of the Guaranty, and of any amendment or supplement thereto.

(b) Lessor will comply with, or cause to be complied with, all requirements of each instrument and all legal requirements, which are applicable to it, its property, the Granted Property or any portion thereof. Lessor will not allow the control or possession of any of the Granted Property to be lost through any Proceedings (except as contemplated by Section 12).

7. **Grant of Improvements.** All estate, right, title, interest, claim and demand of Lessor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Granted Property or any portion thereof hereafter constructed, installed or acquired by Lessor, immediately upon such construction, installation or acquisition and without any further Grant, shall become and be subject to this Mortgage and part of the property hereby Granted to the Company with the same effect as though now owned and hereby Granted by Lessor, but Lessor agrees to Grant the same to the Company upon request of the Company.

8. **Taxes and Assessments.** Lessor from time to time, and when the same shall become due and payable, will pay and discharge or cause to be paid and discharged (1) all real estate taxes, school taxes and other property taxes, all assessments for benefits from public works or improvements and all water, sewer, utility and other rents, rates and charges, including all excises, taxes, levies, license fees, permit fees and other fees and charges, whether general or special, ordinary or extraordinary or foreseen or unforeseen, which may be assessed, levied or imposed upon Lessor or the Granted Property or any portion thereof or upon the revenues, rents, issues, income and profits of the Granted Property or arising in respect of the occupancy, use or possession thereof, whether or not the failure to pay the same might result in the creation of a Lien upon the