

FOURTH: to the ratable payment to each Bank of the principal then due and payable with respect to the Loans of each Bank;

FIFTH: to the ratable payment to each Bank of all other obligations owing to such Bank; and

SIXTH: only if all of the foregoing have been paid in full, to the Trust.

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SURRENDER

Section 9.01. Mortgagee shall have the right by executing appropriate written instruments delivered to the Trust from time to time to surrender the security interest created by Articles I and II hereof as a whole or in part as to particular portions of the Collateral covered thereby, and the further right, which it may exercise in its sole discretion, to recreate said security interest so surrendered as to the whole of or any such portion of said property by similar instrument delivered to the Trust. In the event that Mortgagee shall surrender or recreate such security interest in whole or in part in accordance with this Section 9.01, Mortgagee and the Trust agree to execute such other instruments and file such financing and continuation statements or other documents under the Uniform Commercial Code or otherwise, at the expense of the Trust, as may be necessary or desirable in order to perfect such surrender or recreation, as the case may be. No surrender of any security interest hereunder shall constitute a waiver by Mortgagee of any representations, warranties or covenants of the Trust hereunder, including but not by way of limitation those in Articles III and IV.

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GENERAL

Section 10.01. No failure on the part of Mortgagee to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by Mortgagee preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

Section 10.02. The Trust shall (i) pay all fees and expenses incurred in connection with the filing, recording or registration of all documents and instruments required to be filed, recorded or registered in order to create, perfect and/or maintain the first lien and prior security interest of Mortgagee in the Collateral and (ii) indemnify, pay and hold Mortgagee and the Banks harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements