

except liens for taxes not yet due and unfiled mechanics' and materialmen's liens. The Company further covenants to warrant and forever defend all and singular the said Premises unto the County forever from and against the Company and all persons whomsoever lawfully claiming the same or any part thereof. The Company also agrees that it will, in its individual capacity and at its own cost and expense, promptly take such action as may be necessary to duly discharge any liens and encumbrances on the Premises which are or will be claimed by any party through the Company and which are not related to the Company Security Agreement, this Mortgage or the transactions described in the Loan Agreement.

SECTION 4. FURTHER ASSURANCES.

(a) The Company will, at no expense to the County, perform every further act reasonably necessary or proper for the perfection of the mortgage in the Premises being herein granted. The Company will cause this Mortgage and any supplements hereto, and all financing and continuation statements and similar notes required by applicable law, at all times to be kept, recorded and filed at no expense to the County in such manner and in such places as may be required by law in order fully to preserve and protect the rights of the County hereunder.

(b) The Company will pay or reimburse the County for all reasonable attorneys' fees, costs and expenses incurred by the County in any proceedings or action or dispute of any kind in