

Section 4.10. Loan Agreement and Note. Grantor shall make all payments when due under the Note and the Loan Agreement, and under the Term Loan and the second mortgage lien securing said Term Loan, shall perform and comply with all covenants, agreements, conditions, provisions, stipulations and obligations set forth therein on its part to be performed, at the times and in the manner required thereby.

Section 4.11. Expenses of Grantee. Such reasonable expenses and fees as may be incurred by Grantee in the protection of the Mortgaged Property and in the maintenance of the lien of this Agreement shall be paid by Grantor on demand and secured by this Agreement.

Section 4.12. Declaration of No Set-Off. Within one (1) week after being requested to do so by Grantee, Grantor shall certify to Grantee or to any proposed assignee of this Agreement or any part thereof or interest therein, in a writing duly acknowledged, the amount of principal, interest and other charges then owing on the obligation secured by this Agreement and by prior liens, if any, whether there are any set-offs or defenses against them and whether there are any defaults under any leases.

Section 4.13. Notices to Grantee. Grantor shall notify Grantee promptly of the occurrence of any of the following:

- (a) A fire or other casualty causing damage to all or any part of the Mortgaged Property;
- (b) Receipt of notice of condemnation of title to or the use of all or any part of the Mortgaged Property;
- (c) Receipt of notice from any governmental authority relating to the structure, use or occupancy of the Mortgaged Property;
- (d) Any change in the occupancy of the Mortgaged Property;
- (e) Receipt of any notice from the holder of any lien or security interest in the Mortgaged Property; and
- (f) Commencement of any litigation affecting the Mortgaged Property.

Section 4.14. Further Assurances. Grantor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such mortgages supplemental hereto and such further acts, instruments and transfers, including, without limiting the generality of the foregoing, such filing, registration, recording, refiling, reregistration or