

intended to be done. The Company will preserve such good and marketable title to the Property and will forever warrant and defend the same to the Mortgagee against the claims of all persons and parties whomsoever.

SECTION 1.02. The Company will, at its sole cost and expense, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered all and every such further mortgages, assignments, transfers and assurances as the Mortgagee shall from time to time require for the better assuring, mortgaging, assigning and confirming unto the Mortgagee all and singular the Mortgaged Property hereby mortgaged and assigned or intended now or hereafter so to be.

SECTION 1.03. The Company, forthwith upon the execution and delivery of this Mortgage and thereafter from time to time, will cause this Mortgage and any supplements hereto and any security agreement or financing statement or other instruments of further assurance to be filed or recorded and refiled or re-recorded as a mortgage of real property or as a chattel mortgage or otherwise in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon the Mortgaged Property. The Company will pay all filing and recording taxes and fees incident to such filing and recording, and all expenses incident to the preparation, execution and acknowledgment of this Mortgage, any supplements hereto, and of any instruments of further assurance.

SECTION 1.04. The Company will punctually pay the principal of and the interest and any premium on the Note at the times and place and in the manner specified therein according to the true intent and meaning thereof.

SECTION 1.05. At all times the Property shall be leased to the Lessee under the Lease. The Company will perform punctually all obligations, covenants and agreements by it to be performed under the Lease, strictly in accordance with its terms, and will at all times do all things necessary to compel performance by the Lessee of all obligations, covenants and agreements by it to be performed under the Lease.