

ordinary course of business. Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Property and any part thereof.

5. Transfer of Property. Borrower shall not sell, convey, transfer, lease or further encumber any interest in or part of the Property without the prior written consent of Lender, other than leases of industrial cylinders in the ordinary course of business, and any such sale, conveyance, transfer, lease or encumbrance made without Lender's prior written consent shall be void. If any person should obtain any interest in all or any part of the Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, shall be deemed to be a transfer by Borrower.

6. Further Assurances. At any time and from time to time, upon Lender's request, Borrower shall make, execute and deliver to Lender and, where appropriate, shall cause to be recorded or filed and from time to time thereafter to be rerecorded or refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such further mortgages, instruments or further assurance certificates and other documents as Lender may consider necessary or desirable in order to effectuate, complete, enlarge in accordance with the Loan Agreement or perfect or continue and preserve the obligations of the Borrower under any note or indebtedness secured hereby and the lien of this Mortgage as a first and prior lien upon all of the Property, whether now owned or hereafter acquired by Borrower, upon any failure by Borrower to do so, Lender may make, execute, record, file, rerecord or refile any and all such mortgages, instruments, certificates and documents for and in the name of Borrower and Borrower hereby irrevocably appoints Lender the agent and attorney-in-fact of Borrower to do so.

7. After Acquired Property. The lien and security interest of this Mortgage will automatically attach, without further act, to all after acquired property located in or on or attached to or used or intended to be used in connection with the operation of the Property or any part thereof.

8. Expenses. Borrower shall pay or reimburse Lender for all costs, charges and expenses, including reasonable attorneys' fees and disbursements and costs incurred or paid by Lender in any action which, in Lender's reasonable judgment, is threatened, pending or completed action, proceeding or dispute in which Lender is or, in Lender's reasonable judgment, might be made a party or appear as a party defendant and which affects or, in Lender's reasonable judgment, might affect any note or indebtedness secured hereby, this Mortgage or any other instrument securing any note or indebtedness secured hereby or the Property or any part thereof, or the interest of Borrower and Lender therein, including, but not limited to, the foreclosure of this Mortgage, condemnation, involving all or a part of the Property, or any action to protect the security hereof. All costs, charges and expenses, except

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