

Credit Agreement, Term Loan Agreement and the Notes are incorporated herein by reference as fully as if copied herein verbatim.

This conveyance shall also secure the payment of any other indebtedness presently existing or hereafter arising, of any type or kind, direct or contingent, owed or to be owed by mortgagor to Banks; and this mortgage shall remain in full force and effect until all obligations secured hereby are fully paid.

ADDITIONAL COVENANTS AND WARRANTIES

Mortgagor further covenants, warrants and agrees as follows:

1. To pay promptly the principal of and interest on the indebtedness evidenced by the Notes, at the times and in the manner therein provided. All principal after any acceleration of maturity as hereinafter provided shall bear interest at the maximum rate permitted by law, it being expressly agreed and understood that this mortgage secures the payment of said principal sum, and the interest as above described; to also pay, or cause to be paid, the debt hereby otherwise secured, present or future, according to the tenor and effect thereof.

2. All payments received by Banks shall be applied in accordance with Section 3.2 of the Revolving Credit Agreement.

3. As long as any part of the debt hereby secured shall be unpaid: To remove from said premises all liens or other claims, statutory or otherwise; to protect the title and possession of said leasehold; and to pay when the same shall become due and before any interest or penalty for nonpayment attaches thereto, all taxes and assessments, general and special, now existing, or hereafter levied or assessed (unless same is being contested in good faith) upon said leasehold or the interest therein created by this mortgage, or which by law may be levied or assessed against said mortgagor or its interest in said leaseholds, or the debt hereby secured, or upon this mortgage, and deliver the official receipts therefor to the Banks.

4. To fully comply with all of the terms and conditions of the leases creating the leaseholds conveyed and assigned herein in order to assure that said leases remain in effect for the term thereof, including any extended term thereof, and remain enforceable by the mortgagor in accordance with the terms of said leases.

5. To abstain from the commission of waste on the above described premises and to keep the buildings thereon and equipment in good repair, and promptly comply with all statutes, ordinances, regulations and requirements of government affecting the above described premises.

6. *To keep said buildings, and any which may hereafter be erected upon said premises, insured against loss or damage by fire and such other hazards or risks as may be required by the Banks in such amount or amounts as may be required by the Banks, in such insurance company or companies as the Banks, their successors or assigns, may approve, and to deliver to the Banks, as additional security hereto, the policies of such insurance and of any additional insurance which shall be taken out upon such buildings while any part of the indebtedness aforesaid shall remain unpaid, having attached to said policies such mortgage indemnity clause as the Banks shall direct. Renewals of such policies shall be so delivered at least ten days before any such insurance shall expire. All insurance carried shall be satisfactory to the Banks. Any sum which may become payable to the Banks any such policy may be applied by the Banks, at their option, either to reduce said debt or to repair or replace the

*To the extent required by each applicable lease

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