

Covenants

4.1 Debtor covenants and agrees that the Collateral will not be sold except as allowed in that certain Wrap-Around Mortgage executed by Debtor, of even date herewith, transferred, rented, leased, pledged, made subject to a security agreement, or removed from its present location above named without the prior written consent of Lender and that the Collateral will not be misused or abused, wasted or allowed to deteriorate, except for ordinary wear and tear from its intended use. The Collateral shall remain in Debtor's possession or control at all times at Debtor's risk of loss.

4.2 Debtor shall protect the title to and possession of the Collateral and shall pay promptly, when due and before becoming delinquent, all taxes and assessments now existing or hereafter levied or assessed against the Collateral or any part thereof, and will keep the Collateral insured, if insurable, to the extent of the original amount of the indebtedness hereby secured or to the full insurable value of the Collateral, whichever is the lesser, against loss or damage by fire, windstorm, theft and any other hazard or hazards as may be reasonably required from time to time by Lender, in such form and with such insurance company or companies as may be approved by Lender and will deliver to Lender the policies of such insurance, having attached thereto such mortgage indemnity clause as Lender shall direct, and will deliver renewals of such policies to Lender at least ten (10) days before any such insurance policies expire; and sums which may become due under any such policy, or policies may be applied by Lender, at Lender's option, to reduce said indebtedness, whether due or not, or Lender may permit Debtor to use said sums to repair or replace all Collateral damaged or destroyed and covered by such insurance.

4.3 Debtor shall permit Lender, and such accountants or other agents of Lender as Lender may from time to time designate, to visit and inspect Debtor's properties, assets, and books and to discuss the Collateral and Debtor's affairs and finances with Debtor at Debtor's offices at such reasonable times as Lender may designate, and to make and take away copies of Debtor's records.

4.4 Debtor shall deliver to Lender, at such intervals as Lender may require, such documents, lists, descriptions, certificates, and other information as may be necessary or proper to keep Lender fully informed with respect to the description of the Collateral.

4.5 Debtor shall, from time to time, promptly execute and deliver to Lender all such other assignments, certificates, supplemental documents, and financing statements, and do all other acts or things, as Lender may reasonably request in order to more fully evidence and perfect the security interest herein created.

4.6 Debtor shall punctually and properly perform all of Debtor's covenants, duties and liabilities under any other security agreement, mortgage, deed of trust, or collateral pledge agreement now or hereafter existing as security for or in connection with satisfaction of the Obligation, or any part thereof.

4.7 Debtor shall satisfy the Obligation in accordance with the terms hereof and in accordance with the terms of the documents evidencing the Obligation, or any part thereof.

4.8 Debtor shall give written notice to Lender of any removal of Debtor's place of business, chief executive office, or residence, from a

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