

of. The Mortgagor will pay all taxes levied upon this Mortgage or the debt secured hereby and any other taxes that may be levied against the Agent, the Bank or Prudential on account of this Mortgage or the debt secured hereby.

11. Payments by the Agent. If the Mortgagor fails to make any payment or perform any covenant required to be made or performed by it under this Mortgage, the Agent may, after ten (10) days' written notice to the Mortgagor, make such payment or perform such covenant and any monies expended therefor by the Agent shall be an obligation of the Mortgagor, payable to the Agent with interest thereon at the Prime Rate of the Bank upon notice by the Agent to the Mortgagor, and entitled to the security of this Mortgage, provided that if the Mortgagor fails to make any such payment or defaults in the performance of any covenant under this Mortgage, and such failure or default in the opinion of the Agent endangers its position and its rights under this Mortgage, the Agent shall have the right at once to make any such payment or perform such covenant of the Mortgagor. As used in this paragraph 11, "Prime Rate" shall mean the rate as announced by the Bank from time to time as its prime rate for unsecured commercial loans, any change in the interest rate resulting from the change in the Prime Rate to be effective on the date of each change in the Prime Rate announced by the Bank.

12. Alterations. No alteration of the Mortgaged Property shall be undertaken until the Mortgagor shall have procured and paid for, so far as the same may be required, from time to time, all municipal and other governmental permits of governmental bodies having jurisdiction, including environmental authorities. All work done in connection with any alteration shall be done in a good and workmanlike manner and in compliance in all material respects with all laws, ordinances, orders and requirements of all federal, state and municipal governments and the appropriate departments, commissions, boards and officers thereof; and the work of any alteration shall be prosecuted with reasonable dispatch, unavoidable delays excepted.

13. Remedies. If any one or more Mortgage Events of Default (hereinafter defined) shall have occurred and be continuing, the Agent may, to the extent permitted by applicable law, declare the Obligations immediately due and payable without notice and, in addition, exercise the following rights, privileges and remedies in addition to any other