

transmitters; receivers; plumbing, lifting, fire prevention, fire extinguishing, ventilating and communications apparatus; boilers, furnaces, oil burners or units thereof; stoves, ranges, refrigerators, dishwashers, disposals and other appliances; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings; and such other chattels and fixtures as are usually found on property of the character hereby conveyed, together with all additions thereto, replacements thereof and substitutions therefor; and also all shrubbery or plants now or hereafter located on said real property or improvements, all of which shall to the extent permitted by law be considered as annexed to or forming a part of said real property, and

TOGETHER with all monies and proceeds (hereinafter referred to collectively as the "Proceeds") derived from said real property, apparatus, chattels, fittings, fixtures, buildings, structures, improvements, or leases, tenant contracts, rental agreements, contracts, licenses, permits, rents, issues and profits, including all rents, refunds, rebates, tenant reimbursements, condemnation awards and proceeds of the sale of, insurance on or other borrowings secured in whole or in part by any of said real property, apparatus, chattels, fixtures, buildings, structures, improvements, or leases, tenant contracts, rental agreements, contracts, licenses, permits, rents, issues and profits; reserving only the right to Grantor (except as otherwise provided herein) to collect the same so long as no Event of Default, as hereinafter defined, has occurred and is continuing.

TO HAVE AND TO HOLD the said bargained property (all of which is collectively referred to herein as "the premises") unto Grantee forever in fee simple. Grantor warrants that Grantor has good title to the premises, is lawfully seized and possessed of the premises, has the right to convey the same, and that the premises are unencumbered except for the matters set forth on Exhibit B attached hereto and hereby made a part hereof. Grantor warrants and will forever defend the premises against the claims of all persons whomsoever, subject only to the matters set forth on Exhibit B.

This mortgage secures the performance and payment by Grantor of any and all of its obligations contained in or arising under that certain "Term Loan Agreement" (hereinafter referred to as the "Term Loan Agreement") of even date herewith by and between FNB Financial Company and Grantor, that certain "Factoring Agreement" (hereinafter referred to as the "Factoring Agreement") of even date herewith by and between FNB Financial Company and Grantor, in principal amount of up to \$20,000,000.00, and any and all other obligations within the meaning of the term "Secured Obligations", as such term is defined in the Term Loan Agreement (all of said obligations being hereinafter referred to collectively as the "secured obligations"), together with all renewals, extensions, consolidations, modifications, restatements and amendments of any thereof, and no such renewal, extension, consolidation, modification, restatement or amendment shall affect the security title or priority hereof.

Grantor hereby sells, assigns, sets over and transfers to Grantee Grantor's interest in any and all leases, tenant contracts and rental agreements and other contracts, licenses and permits (all of which are sometimes hereinafter referred to as the "Contracts") now or hereafter affecting the premises, or any part thereof, together with Grantor's right and power to cancel, accept the surrender of or modify any of the terms thereof without Grantee's prior written consent. Grantor agrees to execute and deliver such other instruments as Grantee may require evidencing or otherwise relating to this assignment of the Contracts.

Grantor hereby sells, assigns, sets over and transfers to Grantee all of the rents, issues and profits which shall here-