

as to any such lease. The provisions of this paragraph 1.11 shall be subject to the provisions of said paragraph (F).

1.12 Expenses. The Borrower will pay when due and payable all appraisal fees, recording fees, taxes, brokerage fees and commissions, abstract fees, title policy fees, escrow fees, attorneys' and paralegal's fees and expenses, court costs, and all other costs and expenses of every character which have been incurred or which may hereafter be incurred by Lender in connection with: (i) the issuance of its commitment; (ii) the preparation and execution of the Loan Documents; (iii) the funding of its loans; (iv) in the event an Event of Default occurs, preparation for enforcement of its Loan Documents, whether or not suit or other action is actually commenced or undertaken; (v) enforcement of the Loan Documents; (vi) court or administrative proceedings of any kind to which Lender may be a party, either as plaintiff or defendant, by reason of the Loan Documents; (vii) preparation for and actions taken in connection with Lender's taking possession of the Property; (viii) negotiations with the Borrower or any of its agents in connection with the existence or cure of any Event of Default; (ix) any proposed refinancing by Lender or any other person or entity of the Obligations secured hereby; (x) the transfer of the Property in lieu of foreclosure; and (xi) the approval by Lender of actions taken or proposed to be taken by the Borrower or other person or entity which approval is required by the terms of this Mortgage or the Loan Documents. The Borrower will, upon demand by Lender, reimburse Lender for all such expenses which have been incurred or which shall be incurred by it; and will indemnify and hold harmless Lender from and against, and reimburse it for, all claims, demands, liabilities, losses, damages, judgments, penalties, costs, and expenses (including, without limitation, attorneys' fees) which may be imposed upon, asserted against, or incurred or paid by it by reason of, on account of or in connection with any bodily injury or death or property damage occurring in or upon or in the vicinity of the Property through any cause whatsoever or asserted against it on account of any act performed or omitted to be performed hereunder or on account of any transaction arising out of or in any way connected with the Property, or with this Mortgage, the Loan Documents or any of the Obligations.

1.13 Lender's Performance of Defaults. If the Borrower defaults in the payment of any tax, assessment, encumbrance or other imposition, in its obligation to furnish insurance hereunder, or in the performance or observance of any other covenant, condition or term in this Mortgage or the Loan Documents, Lender may, to preserve its interest in the Property, perform or observe the same, and all payments made (whether such payments are regular or accelerated payments) and costs and expenses incurred or paid by Lender in connection therewith shall become due and payable immediately. The amounts so incurred or paid by Lender together with interest thereon from the date incurred until paid by the Borrower, shall be added to the Obligations and secured by the lien of this Mortgage. Lender is hereby empowered to enter and authorize others to enter upon the Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Borrower or any person in possession holding under the Borrower.

1.14 Future Indebtedness of Borrower. The lien of this Mortgage secures, as of the date hereof, without further act, all Obligations of the Borrower to Lender, including any and all future loans and advances made by Lender pursuant to the Loan Agreement to or for the benefit of Borrower from time to time hereafter; provided, however, that the total Obligations outstanding at any one time and secured hereby shall in no event exceed the principal sum of Nine Million Dollars (\$9,000,000.00), plus interest, costs and advances made by