

faith business judgment is not necessary or desirable for the use and operation of the Premises, or (iii) in connection with any sale, transfer, conveyance, assignment or other disposition of the Premises as permitted in the Intercreditor Agreement. Mortgagor shall keep the Personal Property free of all Liens except the Security Interest and any Liens permitted under the terms of the Loan Agreement. Although proceeds of Personal Property are covered hereby, this shall not be construed to mean that Mortgagee consents to any sale of the Personal Property except as permitted herein.

4.4 Mortgagor shall keep and maintain the Personal Property in good order, condition and repair, and shall promptly replace any part thereof that from time to time may become obsolete, badly worn or in a state of disrepair if in Mortgagor's good faith business judgment replacement of that part of the Personal Property is necessary or desirable for the use and operation of the Premises. All such replacements shall be free of any other Lien, except any Lien permitted under the terms of the Loan Agreement that is also permitted under the terms of the Bank Credit Agreement and the Senior Note Indenture. Unless Mortgagee then agrees otherwise in writing, all proceeds from any sale or disposition of the Personal Property permitted by Paragraph 4.3(i) and (ii) hereof in excess of the amount expended for any required replacements shall promptly be paid by Mortgagor to Mortgagee to be applied to the Obligation, whether or not then due, in accordance with the terms of the Intercreditor Agreement.

4.5 Except for purposes of replacement and repair and except as otherwise permitted herein, Mortgagor shall not remove the Personal Property or any part thereof, nor allow it to be removed, from the Premises without the prior written consent of Mortgagee.

4.6 Mortgagor shall immediately notify Mortgagee of any change in the location of Mortgagor's chief executive office as set forth in this Mortgage.

4.7 All covenants of Mortgagor contained in this Mortgage shall apply to the personal property encumbered hereby whether or not expressly referred to in this Section 4. The covenants and warranties of Mortgagor contained in this Section 4 are in addition to, and not in limitation of, those contained in the other provisions of this Mortgage.

4.8 Upon its recording in the real property records, this Mortgage shall be effective as a financing statement filed as a fixture filing. In addition, a carbon, photographic or other reproduced copy of this Mortgage and/or any financing statement relating hereto shall be sufficient for filing and/or recording as a financing statement. The filing of any other

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