time be in effect and applicable to any of the Properties.

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns forever.

The Company, for itself, its successors and assigns, hereby agrees with Mortgagee as follows:

1. <u>Definitions</u>. As used in this Mortgage, the following terms have the meanings hereinafter set forth:

Alterations - as defined in Section 5(b).

Company - A.T.L., Inc., a Georgia corporation.

Company Documents - collectively, this Mortgage, the Note Purchase Agreement, the Note, the Lease, and the Lease Assignment.

default - any condition or event which constitutes or would constitute an Event of Default either with or without notice or lapse of time, or both.

Event of Default - as defined in Section 7.

Impositions - all taxes, assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the term hereof), ground rents, water, sewer or other rents, rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character in respect of the

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