

B. Covenants.

3.3 Affirmative Covenants. In consideration of the extension of credit secured hereby, Mortgagor hereby covenants as follows:

(a) Payment of Secured Indebtedness. Mortgagor shall pay each and every installment or part of the Secured Indebtedness as the same becomes due.

(b) Performance of Covenants, Etc. Mortgagor shall perform fully each and every covenant of Borrower provided in any of the Loan Documents, and Mortgagee shall be entitled to enforce compliance with each and every such covenant.

(c) Maintenance of Existence. Mortgagor and each general partner or venturer of Mortgagor shall maintain its existence and good standing, and pay all franchise taxes and other taxes necessary to that end.

(d) Construction and Operation of Improvements. Mortgagor shall carry on the construction of the Improvements in accordance with the plans and specifications, all Legal Requirements and the Loan Documents with diligence and dispatch in a good and workmanlike manner to completion and shall then commence and thereafter continue commercial operation thereof.

(e) Furnishing Information. Mortgagor shall furnish to Mortgagee such reports, surveys, documents and other information concerning the Property, or the construction and operation of the Improvements, as Mortgagee shall reasonably request, or as may be required by any of the Loan Documents.

(f) Payment of Contractors and Materialmen. Mortgagor shall promptly pay or cause to be paid all amounts which become due to any contractor, subcontractor, materialman or other person delivering materials for use on or performing work on the Property and will deliver and cause to be delivered to the Mortgagee from time to time as required by the Mortgagee, all such reports, statements, receipts and other data and information as the Mortgagee may reasonably require reflecting such payment.

(g) Payment of Taxes and Assessments. Mortgagor shall pay all taxes and assessments levied or assessed against the Mortgaged Property before the same become delinquent except for any tax or assessment which Mortgagor contests in good faith.

(h) Bonding Liens, Etc.; Discharge by Mortgagee. In the event Mortgagor contests any charge or claim asserted for labor or materials in connection with the Mortgaged Property, or any tax or assessment levied or assessed against the same, Mortgagor will, if requested by Mortgagee, provide Mortgagee with a bond in an amount and with sureties satisfactory to Mortgagee to protect Mortgagee against any cost, loss, damage or liability in connection with contesting such claim or assessment. If Mortgagor fails to supply such a bond within thirty (30) days after a request therefor, or if prior to the furnishing of any such bond, any judgment or decree of foreclosure is entered or any execution made or notice of sale at foreclosure posted with respect to the Mortgaged Property or any part thereof, Mortgagee may, without prejudice to any other remedies Mortgagee may have for breach of this covenant, pay any such disputed charge, tax or assessment, or discharge any lien, and Mortgagor will reimburse Mortgagee for any amounts so paid and any costs incurred in connection with same, without regard to the validity or enforceability of such lien, claim, tax or assessment.

(i) Insurance. Mortgagor shall keep such portion of the Mortgaged Property as is of an insurable nature insured to such extent and against such risks as may be reasonably required by