

## ARTICLE 11.

The Company covenants with the mortgagee as follows:

That at the execution of this Indenture, the Company is lawfully seized and possessed of the mortgaged property, and will preserve good and indefeasible title thereto, free and clear of all liens and incumbrances thereon, save and except such liens and incumbrances as are herein specifically enumerated; and in the event that any defects exist or are found to exist in any of the titles to any of the property above described, the Company, or in case of the Company's failure to do so, the mortgagee, may take all necessary steps to perfect any such title; that the lands owned in fee are held by good and indefeasible title in fee simple; that the leasehold estates hereinbefore described are held and owned by the Company under valid and subsisting leases, and all of the terms and conditions thereof have been fully kept, performed and complied with and are in full force and effect and not subject to forfeiture or cancellation; that the Company has good right and lawful authority to sell, mortgage, pledge and convey said mortgaged property as the same is herein and hereby sold, mortgaged, pledged and conveyed; and that it will warrant and defend the same unto the mortgagee, its successors and assigns, against the claims and demands of all persons whomsoever. In the event of any controversy or litigation, the Company will promptly pay all necessary expenses in the conduct of defense thereof, and likewise pay any such amounts as might be finally determined as owing; it being understood and agreed that the mortgagee shall not at any time be liable for any expense in connection with the preservation, enhancement or protection or defense of the Mortgaged Property.

That the Company will duly and punctually pay or cause to be paid the principal and interest of each and all of said notes, as and when and where the same may become due and payable, according to the tenor and effect of said notes, without deduction for any tax (other than succession, income, inheritance or other deductible at the source) or other governmental charges which the Company, or the mortgagee, may be required to pay thereon, or to deduct or retain therefrom, under or by reason of any present or future law of whatever jurisdiction.

That until all of the notes hereby secured, together with interest thereon, shall have been fully paid and satisfied the Company will make all reports and will comply with all laws, acts, rules, regulations and orders of any national, state, legislative, executive, administrative, or judicial body, commission or officer exercising any power of regulation or supervision over it or over any part of the mortgaged property; provided, however, that the Company may contest any such law, act, rule, regulation, or order in any lawful and reasonable manner which will not effect the lien of the mortgagee on and to any part of the Mortgaged Property.

That the Company will promptly pay all rents, royalties and payments due or to become due under the terms of each and all of the leases and contracts hereinabove described, at the respective times therein specified for payment, and will otherwise fully perform all the covenants, terms and conditions of said lease and contracts and each of them; and further, that it will faithfully observe and perform all obligations and make all payments required by the terms of any other agreement, franchise, right or privilege included in the mortgaged property at the times and in accordance with the specified conditions, and it will never do or leave undone any act the doing or omission of which shall cause a forfeiture, question or cancellation of said leases, agreements, contracts, franchises, rights, title or privileges, to the end that the interest of the Company therein and the mortgaged property may be at all times substantially preserved as security for the said notes.

It being expressly agreed that the Company will not cancel or surrender any of the leases