

Exhibit F

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PRC-X-X-0207 MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT ("**Mortgage**") is made May 8, 2003 , between WILDLIFE INFORMATION CENTER INC., a Pennsylvania corporation, with offices at P.O. Box 198, 8856 Pa Route 873, Slatington, PA, 18080 ("**Mortgagor**") and VIACOM INTERNATIONAL, INC., a Delaware corporation with offices at 1515 Broadway, New York, NY, 10036 ("**Mortgagee**").

WHEREAS, Mortgagor by its certain Note ("**Note**") and Loan Agreement ("**Loan Agreement**") both of even date herewith, has evidenced its obligation to pay to Mortgagee the principal sum of \$331,500.00, and certain other sums, no later than the first day of the last quarter of 2013, all as more fully therein provided;

NOW THEREFORE, to secure the payment of all principal, interest and other sums due or to become due under the Loan Agreement, the Note or this Mortgage (collectively, "**Debt**"), Mortgagor hereby grants, bargains, sells, conveys, aliens, enfeoffs, confirms, releases, assigns, transfers, pledges, mortgages and grants a security interest to Mortgagee, all and singular Mortgagor's rights, titles and interests in and to the following (collectively, "**Mortgaged Property**"):

ALL THAT CERTAIN real property located in Slatington, Pennsylvania, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof ("**Land**");

TOGETHER WITH any and all (a) buildings, structures, fixtures and improvements now or hereafter located or erected on the Land ("**Improvements**"); the Land and Improvements are sometimes herein collectively referred to as "**Real Estate**", (b) passages, ways, water courses, easements, rights, estates, interests, liberties, privileges, tenements, issues, profits, condemnation damages, proceeds of insurance, hereditaments and appurtenances of every type and nature whatsoever to the Real Estate belonging or appertaining, and claims or demands of any nature whatsoever of Mortgagor either at law or in equity, in possession or expectancy, of, in and to the Real Estate, (c) leases, subleases, contracts to lease and other agreements relating to the use or occupancy of all or any part of the Real Estate now or hereafter entered into by Mortgagor as landlord (collectively, "**Leases**") and the rents, security deposits, issues and profits arising or issuing therefrom ("**Rents**"), and (d) building materials, furniture, fixtures, furnishings, fittings, apparatus, appliances, machinery, equipment, supplies, inventory and personal property of every kind and nature whatsoever, now or hereafter attached to, placed, installed or located upon, or used or useful in any way with respect to, the Real Estate and (e) all intangible rights, interests and properties of Mortgagor relating to the Premises or any part thereof, and necessary or desirable for the continued ownership, use, operation, leasing or management thereof, whether now or hereafter existing, including any timber, mineral or coal rights located on, in or under the Real Estate or by which the Real Estate or any part thereof may be known and any other franchises or other agreements relating to services in connection with the

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EXHIBIT A

ALL THAT CERTAIN tract of land with the buildings erected thereon with the greater portion being situated in Washington Township, Lehigh County, Pennsylvania, and the smaller portion situated in East Penn Township, Carbon County, Pennsylvania, said parcel consisting of 5.1 acres of land, being designated as Lehigh County, Pennsylvania Tax Parcel Number 23 A06 002 001, commonly known as 8856 PA Route 873, Slatington, Pennsylvania 18080.

BEING PART OF the same premises which John M. Hodson and Marcia Yergey Hodson, his wife, by their deed dated October 4, 2002, and recorded October 4, 2002, in the Recorder of Deeds Office in and for Lehigh County Pennsylvania as document number 7033733, did grant and convey unto the Wildlife Information Center, Inc. Also being part of the same premises which deed was recorded in the Recorder of Deeds Office in and for Carbon County, Pennsylvania on December 10, 2002, in Deed Book Volume 1074 Page 850.



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use, occupancy, or maintenance of the Real Estate, instruments, actions or rights in action and all intangible property and rights relating to the Real Estate.

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee forever, provided that if Mortgagor shall pay Mortgagee the Debt, and shall otherwise perform all Mortgagor's covenants, agreements and obligations hereunder and under the Loan Agreement and the Note, then this Mortgage and the estate and interests hereby granted, shall cease and be void; otherwise this Mortgage shall remain in full force and effect.

AND Mortgagor covenants and agrees with Mortgagee as follows:

1. Payment of Debt. Mortgagor shall pay when due the Debt in the manner provided in the Loan Agreement, the Note and this Mortgage. The Debt and each part thereof, if not paid when due, shall bear interest at the Default Rate specified in the Note ("**Default Rate**") from the due date until paid in full.

2. Performance of Covenants. Mortgagor shall observe and perform faithfully when due each and every obligation, covenant and agreement on Mortgagor's part to be observed or performed under this Mortgage, the Loan Agreement or the Note.

3. Title. Mortgagor represents and warrants to Mortgagee that: (a) Mortgagor is and shall at all times remain the legal and beneficial owner of good and marketable indefeasible title in fee simple absolute to all of the Mortgaged Property, (b) there is no limitation on the right of Mortgagor to encumber the Mortgaged Property, and (c) this Mortgage is a good and valid lien on the Mortgaged Property, subject to no other mortgage, lien, pledge, security interest or encumbrance except those certain encumbrances set forth in that certain title date down dated as of May 7, 2003. Mortgagor covenants to keep this Mortgage a good and valid lien on the Mortgaged Property at all times, and shall warrant and forever defend the title to the Mortgaged Property unto Mortgagee against every person claiming or to claim the same or any part thereof. Mortgagee acknowledges that as of the date hereof this Mortgage constitutes a second mortgage lien on the Mortgaged Property.

4. Security Agreement. (A) Without limiting any of the provisions of this Mortgage, Mortgagor, as debtor, expressly grants to the Mortgagee, as secured party, a security interest under the Uniform Commercial Code as adopted by the Commonwealth of Pennsylvania ("UCC") in all and singular the Fixtures or Improvements and in any portion of the balance of the Mortgaged Property which does not constitute real estate (collectively, "**Collateral**").

(B) In addition to and cumulative of other remedies granted in this Mortgage, Mortgagee may, upon the occurrence of any default by Mortgagor hereunder, proceed under the UCC as to all or any part (as Mortgagee may elect) of the Collateral, and shall have and may exercise with respect to the Collateral all the rights, remedies and powers of a secured party under the UCC, including, without limitation, the right to sell at public or private sale or sales, or

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otherwise dispose of, lease or utilize the Collateral and any and all parts thereof in any manner permitted under the UCC after default by a debtor, and to apply the proceeds thereof toward payment of any costs and expenses thereby incurred by Mortgagee, and toward payment of the Debt, in such order and manner as Mortgagee may elect.

(C) Among the rights of Mortgagee following a default by Mortgagor hereunder, and without limitation thereto, Mortgagee shall have the right to take possession of the Collateral and to enter upon any premises where same may be situated for such purpose without being deemed guilty of trespass and without liability for damages thereby occasioned, and to take any action deemed necessary, appropriate or desirable by Mortgagee, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition as herein authorized.

(D) To the extent permitted by law, Mortgagor expressly waives any notice of sale or other disposition of the Collateral, and all other rights and remedies of a debtor or procedures or formalities prescribed by law relative to the sale or disposition of the Collateral or the exercise of any other right or remedy of Mortgagee existing after a default by Mortgagor hereunder.

(E) Mortgagee, upon a default by Mortgagor hereunder, is expressly granted the right, at its option, to transfer at any time to itself or to its nominee the Collateral, or any part or parts thereof, as Mortgagee may elect, and to receive the monies, income, proceeds and benefits attributable or accruing thereto, and to hold the same as security for the Debt or to apply it in payment of the Debt, in such order or manner as Mortgagee may elect.

(F) Should Mortgagee elect to exercise its rights under the provisions of this Section as to part of the Collateral, such election shall not preclude Mortgagee from exercising the rights and remedies granted by the other provisions of this Mortgage or by law as to the remaining Collateral.

(G) Mortgagee may, at its election, at any time after delivery of this Mortgage, use and file executed counterparts hereof as financing statements under the UCC.

(H) So long as any of the Debt remains unpaid, Mortgagor shall not execute, and there shall not be filed in any public office, any financing statement or statements affecting the Collateral other than financing statements in favor of Mortgagee hereunder.

(I) Financing statements have been executed by the parties simultaneously with the execution and delivery hereof, and are intended to be forthwith filed and recorded in all appropriate filing and recording offices. Mortgagee is authorized to file and record additional financing statements and continuations thereof in each jurisdiction where Mortgagee deems it necessary or desirable, and, at the request of Mortgagee, Mortgagor shall join Mortgagee in executing one or more additional financing statements in form satisfactory to Mortgagee, and will pay the cost of filing or recording such financing statements or executed counterparts of this

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Mortgage, as financing statements, in all public offices at any time and from time to time whenever such filing or recording is deemed by Mortgagee to be necessary or desirable. Mortgagor shall also pay the cost of filing or recording all such continuation statements deemed by Mortgagee to be necessary or desirable.

5. Insurance. (A) Mortgagor shall at all times keep the Mortgaged Property insured for the protection of Mortgagee against such risks, and with such coverages, as Mortgagee shall from time to time require, including without limitation, broad form, comprehensive fire and extended coverage insurance, with coverage for theft, vandalism and malicious mischief, for the full replacement value of the Collateral. All insurance policies required by this paragraph shall contain: (i) a waiver of subrogation as to Mortgagee's interest, and (ii) a waiver of co-insurance as to Mortgagee.

(B) Mortgagor shall at all times maintain comprehensive general public liability insurance, worker's compensation insurance and such other liability insurance incident to the ownership of the Mortgaged Property as Mortgagee may from time to time require. All insurance policies required by this paragraph shall, at Mortgagee's election, name Mortgagee as a co-insured party.

(C) If, at any time or from time to time, the Real Estate is located in a designated "flood prone" area pursuant to the Flood Disaster Protection Act of 1973, or any amendment or supplement thereto, then Mortgagor shall obtain flood insurance and shall take such other action as may be necessary to comply fully with the National Flood Insurance Program set forth in said Act. Mortgagor shall comply fully with the National Flood Insurance Act of 1968, as the same may be amended from time to time, and all other laws, orders, rules, ordinances and regulations concerning flood insurance, to the extent applicable to the Mortgaged Property.

(D) Without limitation to the foregoing, the following provisions shall apply to each and every policy of insurance which Mortgagor is hereby required to carry: (i) the form, amount and coverage of each policy, and the insurer under each policy, shall be subject to Mortgagee's approval, (ii) Mortgagor shall cause each carrier thereof to deliver its certificate of insurance to Mortgagee, certifying the applicable insurance provisions herein required, (iii) within five days after Mortgagee's request, Mortgagor shall deliver to Mortgagee an original copy of each policy, (iv) each policy shall state that it has been prepaid by Mortgagor (or in lieu of such statement, Mortgagor shall provide Mortgagee with evidence of such prepayment), and shall require 30 days written notice by the carrier to Mortgagee prior to any cancellation, expiration, amendment or lapse thereof, (v) no policy shall name a loss payee or beneficiary other than Mortgagor and Mortgagee, (vi) at least 30 days prior to the expiration of each policy, Mortgagor shall provide Mortgagee with certificates (or copies of policies, if required by Mortgagee as aforesaid) of renewal or replacement policies, (vii) each policy shall be issued by a carrier duly licensed in the state in which the Real Estate is located, (viii) in the event of loss, or an event which would constitute loss, under any policy, Mortgagor shall give immediate notice

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thereof to Mortgagee, shall promptly make proper proof of loss with the appropriate insurance carriers and shall provide Mortgagee with copies of same, and Mortgagee may at its election make proofs of loss if not made promptly by Mortgagor, and (ix) Mortgagee shall have the right to retain and apply the proceeds of all insurance, at Mortgagee's election, to the restoration or repair of the property damaged, or to the reduction of the Debt, whether or not then due or payable, in whatever order and manner Mortgagee elects.

(E) If the Mortgaged Property, or any part thereof, is destroyed or damaged by any cause, Mortgagor shall as soon as possible, at Mortgagor's expense and regardless of whether insurance proceeds shall be made available for such purpose, restore, repair, replace and rebuild the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to such damage, loss or destruction.

6. Taxes. Mortgagor shall pay, before the same become delinquent, all taxes, assessments and charges of every nature and by whomever assessed that may now or hereafter be levied or assessed against, or that by reason of nonpayment may become a lien upon, the Mortgaged Property, and Mortgagor shall submit to Mortgagee evidence of the due and punctual payment thereof.

7. Payment of Liens. Mortgagor shall pay at or prior to maturity thereof, and in strict accordance with the terms thereof, any and all: (a) claims, liens, encumbrances and sums which are or shall hereafter become or appear to be an encumbrance, whether senior or subordinate hereto, upon the Mortgaged Property or any part thereof or interest therein, including but without limiting the generality of the foregoing, any and all claims for work or labor performed, or materials or services supplied in connection with any work upon the Mortgaged Property, and (b) claims, charges and sums, the non-payment of which could result in a lien, claim or encumbrance on the Mortgaged Property or which could confer upon a tenant of any part of the Mortgaged Property a right to recover such claim, charge or sum as prepaid rent or as a credit or offset against future rent. Mortgagor shall promptly furnish to Mortgagee receipts evidencing all of the aforementioned payments.

8. Condemnation. All awards made by any public or quasi-public authority to the owner of the Mortgaged Property by virtue of an exercise of the right of eminent domain are hereby mortgaged and assigned to Mortgagee, and Mortgagee is hereby authorized, directed and empowered, at its option, to collect and receive the proceeds of all such awards from the authorities making the same and to give proper receipts and acquittances therefor. Mortgagee may, at its election: (a) apply the net proceeds (i.e., after deducting Mortgagee's costs of recovering same) of any such award to the discharge of the Debt whether or not then due and payable, in whatever order and manner Mortgagee elects, or (b) pay or make available to Mortgagor such net proceeds, upon such terms and conditions as Mortgagee may elect.

9. Collection of Rents. Mortgagor hereby irrevocably assigns the Leases and Rents to Mortgagee and grants to Mortgagee the present and continuing right, coupled with an

interest, to collect the Rents and to enforce the Leases and to enter and possess the Mortgaged Property for such purposes. However, Mortgagee hereby conditionally waives such right, and grants to Mortgagor the revocable license to collect and to enforce the same, provided, however, that said waiver and license may, after a default by Mortgagor hereunder, be revoked by Mortgagee at any time by giving notice of such revocation to Mortgagor. All Rents collected by Mortgagor after a default shall have occurred hereunder shall be held by Mortgagee as a trust fund for Mortgagee. Following such notice of revocation, Mortgagee may retain and apply the Rents towards payment of the Debt in such order and manner as Mortgagee may elect.

10. Condition of Mortgaged Property. Mortgagor shall keep the Mortgaged Property, and each part thereof, in good order and repair and in good, safe, condition. Mortgagor shall make promptly when needed all necessary repairs, renewals, replacements, additions and improvements to the Mortgaged Property, and shall not allow the Mortgaged Property, or any part thereof, to be abandoned, vacated, misused, abused or wasted, or to deteriorate. Mortgagor shall not, without in each instance the prior consent of Mortgagee, remove from the Mortgaged Property any fixture, machinery or equipment except that which is replaced immediately by Mortgagor as part of routine maintenance.

11. Compliance with Laws. Mortgagor shall comply with all laws, orders, ordinances, regulations, restrictions and requirements of all governmental authorities affecting the Mortgaged Property and the use thereof.

12. No Impairment of Security. Mortgagor shall not do or suffer any act or forbearance which would impair the security for the Debt or the lien of this Mortgage on the Mortgaged Property.

13. No Transfers. Mortgagor shall not assign, convey, mortgage, pledge, transfer, encumber, grant a security interest with respect to or hypothecate all or any part of the Mortgaged Property or any interest therein. Any transfer by operation of law of the Mortgaged Property, or any part thereof or interest therein, shall constitute a default hereunder. If Mortgagor is a corporation or partnership, any transfer, sale, pledge or other disposition (whether in a single transaction or a series of transactions) of 50% or more of the stock of Mortgagor as of the date hereof (if Mortgagor is a corporation) or of the partnership interests in Mortgagor as of the date hereof (if Mortgagor is a partnership) shall constitute a default hereunder.

14. Notices. All notices, demands, requests, consents, approvals and other communications hereunder shall be in writing, and shall be mailed United States registered or certified mail, postage prepaid, or personally delivered, to the parties at their respective addresses first above noted, or to such other address as a party may designate by notice to the other party.

15. Mortgage Tax. If any law or ordinance now or hereafter imposes a tax (including, without limitation, a document or revenue stamp tax) either directly or indirectly on

this Mortgage, Mortgagor shall pay such tax within the time same is payable to the relevant taxing authority without penalty.

16. Entry. Mortgagee, and its agents, employees, contractors and representatives, shall have the right to enter upon and to inspect the Mortgaged Property at all times.

17. Default. Each of the following shall constitute a default by Mortgagor hereunder:

(a) Failure of Mortgagor to pay to Mortgagee any sum when due under the Loan Agreement, the Note or this Mortgage, and the continuation of such failure for five days after the applicable due date;

(b) Failure of Mortgagor to observe or perform any other covenant, agreement or undertaking of the Mortgagor contained in this Mortgage, the Loan Agreement or the Note, or any other instrument given to secure the Note, and the continuation of such failure for thirty (30) days after notice from Mortgagee, provided however: (i) if such failure cannot be cured within thirty (30) days, Mortgagor shall not be deemed in default if within the thirty (30) days after said notice from Mortgagee it commences such cure, and thereafter diligently completes such cure, and if Mortgagor fails to cure such failure as soon as possible, and in any event within ninety (90) days after Mortgagee's original notice of default, then Mortgagor shall be deemed to have committed another default hereunder, without any obligation of Mortgagee to give any further default notice and without any further cure period; and (ii) Mortgagee shall not be obliged to give any default notice, and no cure period shall apply to, any other default or event referred to below in this Section;

(c) Mortgagor shall voluntarily dissolve or suspend transaction of its business, or shall become insolvent, or shall file a voluntary petition in bankruptcy or a voluntary petition seeking reorganization or seeking to effect a plan or other arrangement with creditors, or shall admit the jurisdiction of the court and the material allegations of an involuntary petition filed pursuant to any law relating to bankruptcy or insolvency;

(d) Mortgagor shall be adjudicated bankrupt, or shall make an assignment for the benefit of creditors, or shall apply for or consent to the appointment of any receiver or trustee for itself, or for the Mortgaged Property or any part thereof, or for all or any substantial portion of its other property, or shall make an assignment to an agent authorized to liquidate any substantial part of its assets, or proceedings shall be instituted against Mortgagor seeking to establish bankruptcy, insolvency, reorganization, arrangement, debt adjustment, receivership, sequestration, liquidation or attachment of the Mortgagor, or of the Mortgaged Property or any part thereof, or of all or any substantial portion of its other property; or

(e) The Mortgaged Property, or any part thereof or interest therein, shall be in any manner mortgaged, pledged, conveyed, transferred, assigned, hypothecated or encumbered.

18. Acceleration. The unpaid principal indebtedness of the Note, plus all other sums secured by this Mortgage, and all accrued interest thereon, shall become due and payable immediately, without notice or demand: (i) upon the occurrence of any default of the type referred to in clause (c), (d) or (e) of the immediately preceding Section, or (ii) at the option of Mortgagee upon the occurrence of any other default.

19. Remedies. Upon the occurrence of any default by Mortgagor hereunder, Mortgagee may forthwith exercise, separately, concurrently, successively or otherwise, any and all rights and remedies available to Mortgagee pursuant to this Mortgage, the Loan Agreement or the Note, or available by law, equity or otherwise, including without limitation (a) enforcement of payment of the Note, (b) foreclosure of this Mortgage, (c) institution of action or actions for specific performance of the agreements and obligations of Mortgagor hereunder, and Mortgagor agrees that all agreements and obligations of Mortgagor hereunder shall be specifically enforceable by injunction or any other appropriate equitable remedy, and (d) with or without taking physical possession of the Mortgaged Property, the collection and receipt of all income, rents, issues and profits from the Mortgaged Property, including without limitation the Rents, and after deducting the costs of alterations, improvements, repairs, operation and leasing, including without limitation counsel fees, incurred by Mortgagee in doing any of the foregoing or in taking any of the steps set forth in the immediately following Section hereof, the application of the net income therefrom to the Debt in such order and manner as Mortgagee may elect.

20. Possession. Upon any default by Mortgagor hereunder, and in addition to all other rights and remedies available to it, Mortgagee shall have the right, with or without judicial process, to enter upon and take possession of the Mortgaged Property, breaking open doors and locks if it deems necessary for such purpose without civil or criminal liability for trespass, damages, forcible entry and detainer or otherwise, and, upon so doing, Mortgagee may, in its discretion and in addition to all other rights, as mortgagee in possession, alter, improve, repair, complete, change or add to the Mortgaged Property or any part thereof, and, in the name of Mortgagor or Mortgagee (as Mortgagee may elect), operate and lease the Mortgaged Property or any part thereof upon such terms and conditions as Mortgagee shall elect. In doing any of the foregoing, Mortgagee shall have the right to expend such amounts as Mortgagee shall deem proper, all of which expenditures, with interest thereon from the dates of such expenditures until repaid at the Default Rate specified in the Note, shall be payable on demand of Mortgagee.

21. Appointment of Receiver. Upon any default by Mortgagor, Mortgagee, as a matter of right and without notice, and without regard to the then value of the Mortgaged Property or the interest of Mortgagor therein, shall have the right to apply to any court having

jurisdiction to appoint a receiver or sequestrator of the Mortgaged Property, and the Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

22. Sale. If this Mortgage is foreclosed, or if judgment is entered against Mortgagor under the Note, the Mortgaged Property may, at the discretion of Mortgagee, be sold as a whole or in parts or lots, or in several interests or portions and in any order or manner.

23. Attorneys' Fees. In the event Mortgagee consults attorneys for the collection of any of the Debt or the enforcement of any of the terms, covenants or conditions hereof or of the Loan Agreement or the Note, Mortgagor shall pay on demand all fees, costs and expenses of such attorneys.

24. Mortgagee's Right to Perform Obligations. If Mortgagor shall default in the performance of any of its agreements, covenants or obligations hereunder or under the Loan Agreement or the Note, then Mortgagee shall have the right, but not the obligation, to perform same for Mortgagor and to make all advances of funds in connection therewith as Mortgagee deems appropriate, in which case all costs and expenses so incurred by Mortgagor (including without limitation attorneys' fees) shall be paid by Mortgagor on demand, together with interest at the Default Rate from the date of incurrence until the date of payment. If Mortgagee shall elect to perform any such agreement, covenant or obligation, then Mortgagee shall be subrogated to all the rights and remedies of all other persons intended to be or in fact benefitted by the performance of such agreement, covenant or obligation. No such performance by Mortgagee shall be deemed to relieve Mortgagor from any default hereunder or impair any right or remedy consequent thereon, and the exercise of the right of performance granted in this Section shall be optional with Mortgagee and not obligatory, and Mortgagee shall not in any case be liable to Mortgagor for a failure or refusal (a) to exercise any such right, or (b) to continue to exercise such right after having commenced such exercise.

25. Waivers. Mortgagor hereby waives and relinquishes the benefits of any present or future laws: (a) exempting the Mortgaged Property, or any part thereof, or any other property whatsoever, or the proceeds arising from any sale thereof, from attachment, levy, sale or execution, staying of execution or other process, or requiring valuation or appraisal of the Mortgaged Property or of any other property levied or sold in execution on any judgment for the Debt. Mortgagor, so far as permitted by law, waives and will waive the right to a trial by jury in connection with all suits, actions or proceedings instituted by the Mortgagee.

26. Cumulative Remedies. All rights and remedies of Mortgagee hereunder and under the Loan Agreement or the Note, and any other security now or hereafter given with respect to the Debt, are separate, distinct and cumulative and in addition to the rights and remedies provided by law. The failure of Mortgagee to insist upon strict performance of any term or provision hereof shall not be deemed to be a waiver of such term or provision, or of any right or remedy of Mortgagee.

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27. Further Assurances. Mortgagor shall, promptly following the request of Mortgagee, execute, acknowledge, deliver and record or file such further documents and do such further acts as Mortgagee may deem necessary, desirable or proper to carry out more effectively the purposes of this Mortgage or to protect the lien or the security interest granted herein against the rights or interests of third persons, and Mortgagor shall pay on demand all costs connected with any of the foregoing.

28. Estoppel Certificates. Mortgagor, within five days following the request of Mortgagee from time to time, shall furnish a duly acknowledged written statement to Mortgagee and to any other person designated by Mortgagee, setting forth the amount of the Debt secured by this Mortgage and stating either that no offset or defense exists against the Debt, or if any such offset or defense is alleged to exist, stating the nature and amount thereof.

29. Invalidity. If any term, provision, or condition of this Mortgage, the Note or any other security now or hereafter given with respect to the Debt, or the application thereof to any person or circumstance, shall be invalid, illegal or unenforceable in any respect, the remainder of this Mortgage, the Note and such other security shall be construed without such provision and the application of such term or provision to persons or circumstances other than those as to which it is held invalid, illegal or unenforceable, as the case may be, shall not be affected thereby, and each term and provision of this Mortgage, the Note and such other security shall be valid and enforced to the fullest extent permitted by law.

30. Headings; Pronouns. The headings of the sections of this Mortgage are for convenience only and have no meaning with respect to this Mortgage or the rights or obligations of Mortgagor or Mortgagee. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein: words used in this Mortgage are used interchangeably in singular or plural form; "person", as used herein, includes an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, or other entity; "Mortgaged Property" includes all and singular each and every portion of the Mortgaged Property and estate or interest therein; "holder" means any holder from time to time of the Note; "hereof", "herein" and "hereunder" and other words of similar import refer to this Mortgage as a whole; "Mortgage" includes these presents as supplemented or amended from time to time by written instrument's) entered into by Mortgagor and Mortgagee; "Loan Agreement" includes all written supplements or amendments to the Loan Agreement from time to time entered into by Mortgagor and Mortgagee; "Note" includes all written supplements or amendments to the Note from time to time entered into by Mortgagor and Mortgagee; "Mortgagor" includes Mortgagor's respective - heirs, administrators, executor's, trustees, successors and permitted assigns; and "Mortgagee" includes Mortgagee's trustees, successors and assigns. Whenever the context may require, all pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of pronouns or nouns shall include the plural and vice versa.

31. Amendments. This Mortgage can be changed only by a written instrument executed by Mortgagor and Mortgagee.

32. Governing Law. This Mortgage and all issues arising hereunder shall be governed by the laws of the Commonwealth of Pennsylvania.

33. Counterparts. This Mortgage may be executed in any number of counterparts, each of which shall constitute an original instrument.

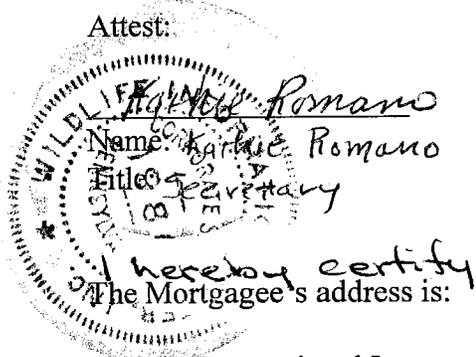


IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first above written.

(CORPORATE SEAL)

WILDLIFE INFORMATION CENTER INC., a Pennsylvania corporation

Attest:



By: Dan R. Kunkle
Name: DAN R. KUNKLE
Title: EXECUTIVE DIRECTOR

I hereby certify
The Mortgagee's address is:

Viacom International Inc.
1515 Broadway
New York, New York 10036

By: Holly A Hartelchuck, Esq
on behalf of Mortgagee

RECORDER OF DEEDS
CARBON COUNTY
PENNSYLVANIA

INSTRUMENT NUMBER
200310015

RECORDED ON

JUL 07, 2003
2:43:55 PM

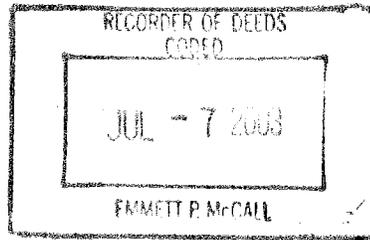
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JCS/ACCESS TO JUSTICE	\$10.00
PA WRIT TAX	\$0.50
AFFORDABLE HOUSING ADMINISTRATIVE FEE	\$3.90
AFFORDABLE HOUSING FEES	\$22.10
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL	\$79.50



I hereby CERTIFY that this document is recorded in the Recorder's Office of Carbon County, Pennsylvania.

Emmett P. McCall
Emmett P. McCall

Emmett P. McCall
Recorder of Deeds

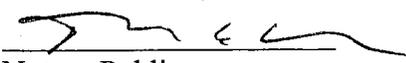
CERTIFICATION OF PARCEL NUMBERS ONLY
DOES NOT CERTIFY CONTENTS
OF THIS DOCUMENT
EMMETT P. McCALL
CARBON COUNTY RECORDER OF DEEDS

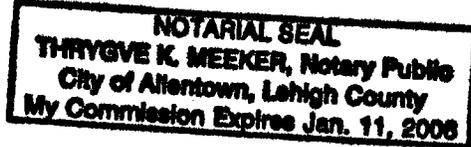
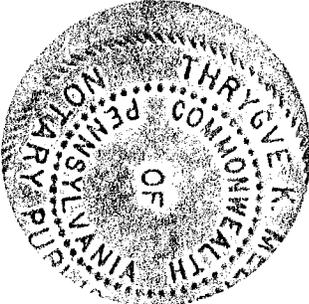
COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF LEHIGH :

On this, the 8th day of May, 2003, before me, a notary public, the undersigned officer, personally appeared DAN R KUNKLE, who acknowledged himself/~~herself~~ to be the Exec Director of Wildlife Information Center Inc., a Pennsylvania corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself /herself as such officer.

In witness whereof, I hereunto set my hand and official seal.

(Notarial Seal)


Notary Public
My Commission Expires:



MAIL Holly Heintzelman
192 S First St
Lehighton PA 18235

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