

regulations of the National Board of Fire Underwriters and each other body having similar functions, and with the requirements of all policies of public liability, fire and other insurance at any time in force with respect to the Trust Estate or any part thereof, which shall impose any duty upon the Company or Lessee with respect to any of the Properties or the use, occupancy or control thereof or the conduct of any business therein, whether or not any of the same require structural or extraordinary repairs or alterations.

SECTION 3.11. *Discharge of Liens, etc.* Subject to Section 3.12 relating to contests, the Company will not create or permit to be created or to remain, or suffer to exist, and will discharge, any lien, encumbrance or charge upon the Trust Estate or any part thereof or upon the Company's or the Trustees' interest in the Trust Estate other than (i) this Mortgage (except that portion, if any, of the lien thereof to which any insurer shall be legally subrogated under any policy of insurance required under paragraph (A) of Section 3.19), (ii) the Lease and the Assignment, and (iii) Permitted Encumbrances.

SECTION 3.12. *Permitted Contests.* The Company at its expense may, or may permit Lessee at its expense to, contest (in the case of any item of substantial importance after prior written notice to the Trustee) by appropriate legal proceedings conducted in good faith and with due diligence the amount or validity or application, in whole or in part, of any Imposition referred to in Section 3.09, of any lien, encumbrance or charge referred to in Section 3.11, or of any requirement referred to in Section 3.10, and in the event of such contest may defer compliance with any of the foregoing, *provided*, that (a) neither the Trust Estate nor any part thereof would be in any danger of being forfeited or lost, (b) in the case of an Imposition referred to in Section 3.09, such proceedings shall suspend the collection thereof from the Company or the Trust Estate, (c) in the case of a requirement referred to in Section 3.10, none of the Company, the Trustees and the Lessee would be in any danger of civil (except Lessee's liability for interest) or criminal liability for failure to comply therewith, and (d) the Company, or Lessee, as the case may be, shall have furnished such security, if any, as may be required in the proceedings.

SECTION 3.13. *Utility Charges, etc.* The Company will pay or cause to be paid all charges for all public or private utility services and all sprinkler-system and protective services at any time rendered to or in connection with the Trust Estate or any part thereof.

SECTION 3.14. *Maintenance of Trust Estate.* The Company at its expense will keep or cause to be kept the Trust Estate (including all building service equipment included as a part thereof) and all sidewalks, curbs, vaults and vault space located on or adjacent to any part of the Trust Estate in good and clean order and condition and make all necessary repairs, replacements and renewals thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen. All repairs, replacements and renewals shall be equal in quality to the original work. The Company at its expense will do or cause others to do all necessary showing of foundations and walls of the buildings located on any Property and (to the extent permitted by law) of the ground adjacent thereto, and every other act or thing for the safety and preservation thereof which may be necessary by reason of any excavation or other building operation upon any Property and (to the extent permitted by law) on any adjoining property or street, alley or passageway. The Company will not do, and will take reasonable steps to prevent other persons from doing, any act or thing which might substantially impair the value or usefulness of the Trust Estate or any part thereof, or commit or permit any waste of the Trust Estate or any part thereof.

SECTION 3.15. *Compliance with this Mortgage.* The Company will not execute, or permit to be delivered, any Notes hereunder in any manner other than in accordance with this Mortgage and the agreements in that regard herein contained, and will not suffer or permit any default to occur under this Mortgage, but will faithfully observe and perform all the conditions, covenants and requirements of this Mortgage.

SECTION 3.16. *Alterations, Construction.* Unless an Event of Default hereunder has occurred and is continuing, the Company may