

or any part thereof or upon the revenues, rents, issues, income and profits of the Property or arising in respect of the occupancy, use or possession thereof, whether or not the failure to pay any such tax, assessment, rent, rate or charge might result in the creation of a lien upon the Property or any part thereof or upon the revenues, rents, issues, income and profits of the Property or in the diminution thereof, (ii) all corporate franchise, excise and other taxes, fees, charges, fines and penalties assessed, levied or imposed in respect to the Mortgagor's corporate existence or its rights to do business in any State, County or locality, (iii) all income, excess profits, excise, sales, franchise, gross receipts and other taxes, duties or imposts, whether of a like or different nature, assessed, levied or imposed by any governmental authority upon the Mortgagor or the Property or any part thereof or upon the revenues, rents, issues, income and profits of the Property, whether or not the failure to pay any such taxes, duties or imposts might result in the creation of a lien upon any asset of the Mortgagor or the Property or any part thereof or upon the revenues, rents, issues, income and profits of the Property or in the diminution thereof, and whether or not any such tax, duty or impost is payable directly by the Mortgagor or is subject to withholding at the source and (iv) all lawful claims and demands of mechanics, laborers, materialmen and others which, if unpaid, might result in the creation of a lien on the Property or any part thereof, or upon the revenues, rents, issues, income and profits of the Property, and, in general, will do or cause to be done everything necessary so that the lien hereof shall be fully preserved, at the sole cost of the Mortgagor. Nothing in this paragraph 6 shall require the payment of any such tax, rent, assessment, fee, duty, imposition, charge, claim or demand so long as the Mortgagor or the Lessee shall contest, in good faith, at its own expense, the amount or the validity thereof by appropriate proceedings which shall operate to prevent the collection thereof, or other realization thereupon, and the sale or forfeiture of the Property or any part thereof to satisfy the same, and the Mortgagor shall give to the Mortgagee reasonable security as may be demanded by the Mortgagee to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the Property by reason of such contest. The Mortgagor hereby agrees that it or the Lessee will prosecute any such contest to a final conclusion as speedily as possible, that it will pay or cause to be paid, and save the Mortgagee harmless against, any and all losses, judgments, decrees and costs (including all reasonable attorneys' fees and expenses) in connection therewith and that it will, promptly after the final determination of such contest, fully pay and discharge the amounts which shall be levied, assessed, charged or imposed or be determined to be payable therein, together with all penalties, fines, interest, costs and expenses resulting from such contest. The Mortgagor will within 60 days after written demand therefor by the Mortgagee furnish proof of the payment of any of the foregoing taxes, rents, assessments, fees, duties, impositions, charges, claims or demands.

7. Insurance; Recording. (a) The Mortgagor will maintain or cause to be maintained upon the Property a policy