

SECTION 1.08. The Company will not create or suffer to be created, directly or indirectly, any mortgage, lien, encumbrance or charge upon or against the Property or any rents or other income arising therefrom, other than the lien hereof, the Lease, the Assignment, the option granted by the Company to the Mortgagee to purchase the Property pursuant to the Option Agreement dated as of the date hereof (herein termed the Option), and Permitted Encumbrances, or as permitted by the Lease or this Mortgage.

SECTION 1.09. The Company from time to time will pay and discharge or cause to be paid and discharged when due (i) all taxes, assessments, levies, fees, water and sewer rents and charges, and all other governmental charges, general and special, ordinary and extraordinary and foreseen or unforeseen, which are at any time assessed, levied or imposed upon it or the Mortgaged Property or any part thereof or upon the revenues, rents, income and profits of the Mortgaged Property or any part thereof or arising in respect of the occupancy, use or possession of the Property, (ii) all charges for water, gas, light, heat, telephone, electricity, power and other utility and communications services rendered or used on or about the Property, (iii) all corporate franchise, excise and other taxes, fees and charges assessed, levied or imposed in respect of its corporate existence or its right to do business in any state, (iv) 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 on it or the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property, whether or not any such tax, duty or impost is payable directly by the Company or is subject to withholding at the source, and (v) all lawful claims and demands of mechanics, laborers, materialmen and others which, if unpaid, might result in the creation of a lien on the Mortgaged Property or any part thereof, or upon the revenues, rents, income and profits of the Mortgaged 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 and expense of the Company. Nothing in this Section shall require the payment of any sum so long as the Lessee or the Company shall contest in good faith, at its sole cost