

all liabilities, obligations, claims, damages, penalties, causes of action, costs, charges and expenses, including, without limitation, attorneys' fees and expenses, which may be imposed upon or incurred by or asserted against the Mortgagee by reason of (a) any accident, injury to or death of any person or loss of or damage to any property occurring on or about the Property or the adjoining sidewalks, curbs, vaults and vault space, if any, streets or ways, during the term of this Mortgage, (b) any use, non-use or condition of the Property or the adjoining sidewalks, curbs, vaults and vault space, if any, streets or ways, during the term of this Mortgage, (c) any failure on the part of the Mortgagor to perform or comply with any of the terms of this Mortgage, or (d) performance of any labor or services or the furnishing of any materials or other property in respect of the Property at the instance or request of the Mortgagor or the Lessee under any of the Leases. Any amounts payable to the Mortgagee under this section which are not paid within 10 days after written demand therefor by the Mortgagee shall bear interest at the highest legal rate from the date of such demand. In case any action, suit or proceeding is brought against the Mortgagee by reason of any such occurrence, the Mortgagor, upon the Mortgagee's request, will at the Mortgagor's expense resist and defend such action, suit or proceeding or cause the same to be resisted and defended, either by counsel designated by the Mortgagor and approved by the Mortgagee, or, where such occurrence is covered by liability insurance, by counsel designated by the insurer. The obligations of the Mortgagor under this section shall survive any termination or satisfaction of this Mortgage.

7. Inspection. The Mortgagor will permit the Mortgagee's authorized representatives to enter the Property at all times during usual business hours for the purpose of inspecting the same. The Mortgagee shall not have any duty to make any such inspection and shall not incur any liability or obligation for not making any such inspection.