

Granted Property or any part thereof or upon the revenues, rents, issues, income and profits of the Granted Property or might result in the diminution thereof, (ii) all franchise, excise, single business and other taxes, fees and charges assessed, levied or imposed with respect to Lessor's existence or its right to do business in any jurisdiction, (iii) all income, excess profits, excise, sales, use, franchise, gross receipts, single business and other taxes, duties or imposts, whether of a like or different nature, assessed, levied or imposed by any governmental authority upon Lessor or the Granted Property or any portion thereof or upon the revenues, rents, issues, income and profits of the Granted Property, whether or not the failure to pay the same might result in the creation of a Lien upon any asset of Lessor or the Granted Property or any portion thereof or upon the revenues, rents, issues, income and profits of the Granted Property or might result in the diminution thereof, and whether or not any such tax, duty or impost is payable directly by Lessor 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 Granted Property or any portion thereof, or upon the revenues, rents, issues, income and profits of the Granted Property, and, in general, will do or cause to be done everything necessary so that the Lien hereof shall be fully preserved, without expense to the Company. Nothing in this paragraph 8 shall require the payment of any such tax, rent, assessment, fee, duty, imposition, charge, claim or demand so long as Lessor or the Lessee, or any permitted assignee or sublessee 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 Granted Property or any portion thereof to satisfy the same, and Lessor shall give to the Company such reasonable security as may be demanded by the Company to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the Granted Property by reason of such contest. Lessor hereby agrees that each such contest will be prosecuted diligently to a final conclusion, that it will pay or cause to be paid, and save the Company 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. Lessor will, within 60 days after demand therefor by the Company, furnish proof of the payment of any of the foregoing taxes, rents, assessments, fees, duties, impositions, charges, claims or demands.

**9. Insurance.** Lessor will cause the Lessee to maintain upon the Property the policy or policies of insurance required to be maintained by the Lessee under the Lease, with the coverage, in the amounts, naming such insureds and with loss payable under any policy as the Lease shall require. Either said policy or policies of insurance or a certificate or certificates from such insurance company or companies or certificates of the Lessee evidencing compliance with the requirements of this paragraph 9 shall be delivered to the Company. Lessor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained pursuant to the Lease unless the Company shall be included as a named insured with loss payable to it as its interest may appear.

**10. Transfer of Property.** (a) So long as the Lessor's Note is outstanding, Lessor will not Grant or otherwise transfer the Property or any part thereof or interest therein except as permitted or required by the Lease or upon compliance with the conditions contained in paragraph 10(b) or pursuant to the provisions of paragraph 11.

(b) If no Event of Default hereunder shall have occurred and be continuing, with the prior written consent of the holders of 66 2/3% of the Notes, which consent will not be unreasonably withheld, Lessor may sell or otherwise transfer its interest in the Property, subject to the Lease, the Assignment, the Assignment of Leases and this Mortgage, *provided* that the purchaser or transferee, by instrument in form and substance satisfactory to the Company, expressly assumes and agrees to be bound by the provisions of the Lease, the Assignment and the Assignment of Leases, expressly undertakes and assumes all of the obligations of Lessor contained in the Note Purchase Agreements and the undertaking of Lessor executed and delivered by Lessor pursuant to Section 3.17 of the Note Purchase Agreements, and expressly undertakes and assumes (subject to paragraph 23) all of the obligations and undertakings of Lessor contained in this Mortgage, and appoints the