

§4.07. FURTHER ASSURANCES. At any and all times the Company, at its own expense, will do, execute, acknowledge, deliver, file and/or record and refile and/or re-record, and will cause to be done, executed, acknowledged, delivered, filed and/or recorded and refiled and/or re-recorded, all and every such further acts, deeds, conveyances, mortgages, transfers, security agreements and assurances in law as the Mortgagee shall reasonably require for the better assuring, conveying, pledging, transferring, mortgaging, assigning and confirming unto the Mortgagee (subject to no prior liens, charges or encumbrances, except as herein contemplated) all and singular the hereditaments and premises, estates and property hereby conveyed, mortgaged, pledged, transferred or assigned, or intended so to be.

§4.08. DISCHARGE OF LIENS. If, because of any act or omission (or alleged act or omission) of the Company, any mechanic's or other lien, charge or order for the payment of money shall be filed against all or any part of the Mortgaged Property or any structure or improvements constituting a part thereof, or any conditional bill of sale or chattel mortgage shall be filed for or affecting any materials used in the construction or alteration of and which form a part of any such structure or improvements (whether or not such lien, charge or order, conditional bill of sale or chattel mortgage is valid or enforceable as such), the Company shall, at its own expense, cause the same to be cancelled and discharged of record or bonded within 45 days after the date of filing thereof; *provided, however*, that notwithstanding anything to the contrary contained in this §4.08, the Company shall not be required to cause such lien, charge or order, conditional bill of sale or chattel mortgage to be cancelled and discharged of record or bonded within such 45 day period, so long as it shall contest, in good faith and at its expense, the existence, the amount or the validity thereof or the extent of its liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (i) the collection of, or other realization upon the lien, charge or order, conditional bill of sale or chattel mortgage so contested, (ii) the sale, forfeiture or loss of the Mortgaged Property, or any portion thereof and (iii) any interference with the use or occupancy of all or a part of the Mortgaged Property. The Company agrees that it will pay, and save the Mortgagee harmless against, any and all losses, judgments, decrees and costs (including reasonable attorneys' fees and expenses) in connection with any such contest, and that it will, promptly after the final determination