

special, ordinary or extraordinary, and whether or not within the express contemplation of the Company and the Trustee, which may at any time be assessed, levied, confirmed or imposed on or in respect of or be a lien upon (i) any Property or part thereof, or any Basic Rent, Additional Rent or other sum reserved or payable under the Lease covering any Property, or such Lease, or any estate, right or interest therein, (ii) the Company, (iii) any occupancy, use or possession of, or activity conducted on, any Property, the Trust Estate or any part thereof, (iv) the Indenture or any indebtedness secured hereby (other than Federal income tax payable by the Trustee or the holder of any Bond) or (v) the revenues, rents, issues, income and profits of the Trust Estate or any part thereof, whether or not the failure to pay the same might result in the creation of a lien on the Trust Estate or any part thereof or upon the revenues, rents, issues, income and profits thereof or in diminution thereof, (b) 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, (c) all income, excess profits, 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 the Company or the Trust Estate or any part thereof or upon the revenues, rents, issues, income and profits of the Trust Estate, whether or not the failure to pay the same might result in the creation of a lien upon any asset of the Company or the Trust Estate or any part thereof or upon the revenues, rents, issues, income and profits thereof or in the diminution thereof, (d) all charges for utility, communications and other services at any time rendered or used on or about the Trust Estate, and (e) all lawful claims and demands of mechanics, laborers, materialmen and others which, if unpaid, might result in the creation of a lien on the Trust Estate or any part thereof, or upon the revenues, rents, issues, income and profits of the Trust Estate, and, in general, do or cause to be done everything necessary so that the lien hereof shall be fully preserved, at the cost of the Company and without expense to the Trustee or the holder of any Bond. Nothing in this Section 4.10 shall require the payment of any sum which is required to be paid by the Company pursuant to this Section 4.10 so long as the Company shall in good faith and at its own expense contest the amount or the

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