

sum equal to such tax in addition to all other payments required hereunder, as long as such payment does not result in any penalty or charge to thereby accrue to the Mortgagee.

32. Taxes Imposed on the Mortgagee. The Mortgagor shall pay any taxes except income, franchise, estate or inheritance taxes, or substitutes therefor, imposed on the Mortgagee by reason of its ownership of this Mortgage.

33. No Credit for Taxes. The Mortgagor shall not claim or demand or be entitled to any credit or credits on account of the Obligations by reason of the Impositions assessed against all or any part of the Property, or for any payments made pursuant to paragraph 5 hereof. No deductions shall otherwise be made or claimed from the taxable value of all or any part of the property by reason of this Mortgage or the Obligations.

34. Recording and Filing Fees. The Mortgagor shall pay all recording and filing fees and all other costs and expenses in connection with the preparation, execution and recordation and other manner of perfection of this Mortgage, and shall reimburse the Mortgagee on demand for all costs and expenses of any kind incurred by the Mortgagee in connection therewith (including, without limitation, reasonable attorneys' fees). The Mortgagor will, at any time, on request of the Mortgagee, execute or cause to be executed financing statements, continuation statements, security agreements, or the like, in respect of any Building Equipment. The Mortgagor shall pay all filing fees, including fees for filing continuation statements, in connection with such financing statements.

35. No Waiver. Any failure by the Mortgagee to insist upon the strict performance by the Mortgagor of any of the Obligations shall not be deemed to be a waiver of any of such Obligations, and the Mortgagee, notwithstanding any such failure, may thereafter insist upon the strict performance by the Mortgagor of any and all of the Obligations.