

liens or any other encumbrances other than Permitted Encumbrances. Company may contest any such item of tax, assessment, other governmental charge, lien or other encumbrance pursuant to Section 11(f) hereof and, in the event of such contest, may permit the item so contested to remain unpaid during the period of such contest and any appeal therefrom if Company shall first notify Trustee and Agent of its intention to do so and furnish Agent with an opinion of an independent counsel to the effect that by nonpayment of any such item the lien of this Mortgage will not be materially endangered or the Facilities or any substantial part thereof will not be subject to loss or forfeiture. In the event Company fails to do so, Trustee or Agent may, but shall be under no obligation to, pay any item and any amounts so advanced therefor by Trustee or Agent shall become an additional obligation of Company to Agent or Trustee, as the case may be, which amount Company agrees to pay together with interest thereon at the rate of the Bank's prime lending rate or maximum legal rate, whichever is less;

(e) That it shall at no time during the term of this Mortgage commit or permit the commitment of waste with respect to the Facilities and that it shall otherwise comply promptly with all present and future laws, ordinances, orders, rules, regulations and requirements of every duly constituted governmental authority or agency and all orders, rules and regulations of any regulatory, licensing, insurance underwriting or rating organization or other body exercising similar functions. The Company shall likewise perform and comply with all duties and obligations of any kind imposed by law, covenant, condition, agreement or easement and all policies of insurance at any time in force with respect to the Facilities and the Project. The foregoing obligations shall include, but not be limited to, the duty of Company to obtain any certificates of occupancy with respect to all or any portion of the Facilities which may at any time be required by any governmental agency having jurisdiction thereof and to procure, maintain and comply with all licenses and other authorizations required for the use of the Facilities then being made;

(f) That it shall not use or allow the Facilities to be used or occupied for any unlawful purpose or in violation of any private covenant, restriction, condition, easement or agreement covering or affecting the use of the Facilities, or suffer any act to be done or any condition to exist in the Facilities or any article to be brought therein or thereon which may be dangerous, unless safeguarded as required by law, or which, under law, constitutes a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto;