

which lien is expressly permitted. Without limiting the generality of the foregoing, Grantor shall not do or suffer anything to be done whereby the Project, or any part thereof, may be encumbered by any mechanic's or other similar lien and if, wherever and as often as, any mechanic's or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project done by, for or under the authority of Grantor or anyone claiming by, through or under Grantor, Grantor shall discharge or cause to be discharged the same of record within thirty (30) days after the date of filing.

Section 4.4. Contest of Liens. Grantor, notwithstanding the above, shall have the right to contest any such mechanic's or other similar lien if within said thirty (30) day period stated above Grantor notifies Grantee in writing of Grantor's intention so to do and, if requested by Grantee, deposits with Grantee a bond in favor of Grantee, issued by a surety company reasonably acceptable to Grantee as surety, in the face amount of at least twice the amount of the lien claim so contested, indemnifying and protecting Grantee from and against any liability, loss, damage, cost and expense of whatever kind or nature growing out of or in any way connected with said asserted lien and the contest thereof. Grantor covenants to diligently prosecute such contest, at all times to effectively stay or prevent any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, and to pay or otherwise satisfy any Final Determination adjudging or enforcing such contested lien claim and thereafter to promptly procure duly recorded release or satisfaction thereof. Grantor shall hold Grantee whole and harmless from and shall promptly pay any reasonable costs and expenses Grantee may incur related to any such contest.

Section 4.5. No Further Encumbrance; No Disposition. Without the prior written consent of Grantee, which consent shall not be unreasonably withheld, and except as may be permitted herein or in the Loan Agreement, Grantor shall not mortgage, encumber, hypothecate, sell, transfer, assign or otherwise dispose of all or any part of the Project, or the revenues and receipts thereof (other than to Grantee hereunder) or assign, transfer or hypothecate (other than to Grantee hereunder) any rent (or analogous payment) then due or to accrue in the future under any lease of the Project, except