

non-governmental charges levied, imposed or assessed upon or against the Mortgagor with respect to the Mortgaged Property, together with any penalties or interest on any of the foregoing; provided that after prior written notice to the Mortgagee, the Mortgagor, at its sole expense, may contest by appropriate legal proceedings, properly initiated and conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any such taxes, assessments or other charges if (i) such proceedings shall suspend the collection thereof from the Mortgagor and from the Mortgaged Property, (ii) neither the Mortgaged Property nor any part thereof or interest therein will be in danger of being sold, forfeited, terminated or lost, (iii) the Mortgagor shall have set aside adequate reserves with respect thereto, and (iv) the Mortgagor shall have furnished such security as may be required in the proceedings or as may be reasonably required by the Mortgagee. The Mortgagor will submit to the Mortgagee, promptly after payment thereof, appropriate evidence of the due and punctual payment of all such taxes, assessments and charges. The Mortgagor shall not claim any credit on or make any deduction from the Secured Indebtedness by reason of the payment of any taxes, assessments or charges levied or to be levied upon the Mortgaged Property or any part thereof during the continuance of the lien of this Mortgage.

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