

Indenture. If any Lien other than the Permitted Exceptions or a Lien permitted under the terms of the Loan Agreement that is also permitted under the terms of the Bank Credit Agreement and the Senior Note Indenture is filed or recorded against the Mortgaged Property, Mortgagor shall obtain the removal and release of such Lien within fifteen (15) days after its creation; except that Mortgagor may contest in good faith the validity or amount of any such lien or encumbrance by appropriate proceedings that have the effect of preventing any sale, forfeiture, attachment or seizure of the Mortgaged Property. Upon the final determination of Mortgagor's contest, Mortgagor shall promptly pay all sums, if any, determined to be due.

5.6 Mortgagor hereby assigns, transfers and conveys to Mortgagee all compensation and each and every award of damages in connection with any condemnation for public or private use of, or injury to, the Mortgaged Property or any part thereof, to the extent of the Obligation then remaining unpaid, and all such compensation and awards shall be paid directly to Mortgagee. Mortgagee may apply all or any part of such compensation and awards to the payment of the Obligation, whether or not then due, in accordance with the terms of the Intercreditor Agreement, or to the restoration or repair of the Mortgaged Property.

#### SECTION 6. PROTECTION AND PRESERVATION OF MORTGAGEE'S INTEREST

6.1 Mortgagor, by the payment of any such tax or taxes, shall protect Mortgagee against any and all loss from any taxation of indebtedness or mortgages, direct or indirect, that may be imposed upon this Mortgage, the lien of this Mortgage on the Mortgaged Property, or upon the Obligation, by any law, rule, regulation or levy of the federal government, any state government, or any political subdivision thereof. In the event the burden of such taxation cannot lawfully be shifted from Mortgagee to Mortgagor, Banks' Agent and Lenders' Agent, as the holders of portions of the Obligation, and the trustee under the Senior Note Indenture for the benefit of the Holders, or any one or more of them, may declare all or any part of their respective portions of the Obligation due and payable sixty (60) days after notice to Mortgagor.

6.2 If Mortgagor shall fail to pay any taxes, assessments, expenses or charges, to keep all of the Mortgaged Property free from Liens, to maintain and repair the Mortgaged Property, to procure and maintain insurance thereon, or to perform otherwise as required herein, Mortgagee may advance the moneys necessary to pay the same, to accomplish such maintenance and repairs, to procure and maintain such insurance or to so perform; Mortgagee is hereby authorized to enter upon the Mortgaged Property for such purposes.

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