

Mortgagee may reasonably request at the Property or at such other place in the vicinity of the Property as such books and records are customarily kept. Mortgagor agrees to have its representatives meet on the Property with representatives of Mortgagee at reasonable times to discuss such books and records.

1.14 Liens and Subordinated Mortgages.

(a) To pay and promptly discharge, at Mortgagor's cost and expense, all liens, encumbrances and charges upon the Property that are not specifically permitted by this Mortgage, or any part thereof or interest therein; provided, however, that the existence of any mechanic's, laborer's, materialman's, supplier's or vendor's lien or right thereto shall not constitute a violation of this Section 1.14 if payment is not yet due under the contract on which such lien or right arose and if such contract does not postpone payment for more than sixty days after the performance thereof. Mortgagor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Mortgagor shall first deposit with Mortgagee a bond or other security satisfactory to Mortgagee in such amounts as Mortgagee shall reasonably require, but not more than the amount of the claim, and provided further that Mortgagor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Mortgagor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Mortgagee, Mortgagee may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law and Mortgagor shall forthwith pay to Mortgagee each such amount paid by Mortgagee together with interest that shall accrue thereon at the Default Rate from the date such amount is paid by Mortgagee.

(b) All or any portion of the Property may be encumbered by the liens of other mortgages (the "Subordinate Mortgages"), including but not limited to the lien of a purchase money mortgage (the "Purchase Money Mortgage") granted by Mortgagor to secure the payment of a note made by Mortgagor payable to the order of Fee Owner in the original principal amount of \$7,500,000.00, bearing interest at the rate of nine percent (9%) per annum, so long as (i) liens of the Subordinate Mortgages are expressly inferior in priority to the lien of this Mortgage, (ii) the aggregate of (A) the indebtedness