

deposited is insufficient for the payment in full of such Taxes, together with all penalties and interest thereon, the Developer shall forthwith, upon demand, either deposit with the Surety a sum that when added to the funds held on deposit is sufficient to make such payment in full, or, if the Surety has applied funds on deposit on account of such Taxes, restore such deposit to an amount satisfactory to the Surety. Provided that the Developer is not then in Default hereunder, the Surety shall, if so requested in writing by the Developer, after final disposition of such contest and upon the Developer's delivery to the Surety of an official bill for such Taxes, apply the money, if any, so deposited and then held by the Surety hereunder, to the payment of such Taxes or that part thereof then unpaid, together with all penalties and interest thereon.

#### SECTION 5. MORTGAGE TAXES.

If, by the laws of the United States of America, or of any state or municipality having jurisdiction over the Surety, the Authority, the Trustee, the Developer or the Premises, any tax is imposed or becomes due in respect of the issuance of the Second Secured Note or the recording of this Mortgage or any of the Second Mortgage Documents, the Developer shall pay such tax in the manner required by such law. In the event that any law, statute, rule, regulation, order or court decree has the effect of deducting from the value of the Premises for the purpose of taxation any lien thereon, or imposing upon the Surety the payment of the whole or any part of the taxes required to be paid by the Developer, or changing in any material way the laws relating to the taxation of mortgages or debts secured by mortgages or deeds of trust or the interest of the Surety in the Premises, or the manner of collection of taxes so as to affect this Mortgage, the Indebtedness Hereby Secured, the Developer, upon demand by the Surety, shall pay such taxes, or reimburse the Surety therefor on demand, unless the Surety determines, in the Surety's reasonable judgment, that such payment or reimbursement by the Developer is unlawful; in which event the Indebtedness Hereby Secured shall be due and payable within 30 days after written demand by the Surety to the Developer. Nothing in this Section shall require the Developer to pay any income, franchise, excise or similar tax imposed upon the Surety, excepting only such which may be levied against the income of the Surety as a complete or partial substitute for taxes required to be paid by the Developer hereunder.

#### SECTION 6. INSURANCE COVERAGE.

The Developer will insure the Premises against such perils and hazards, and in such amounts and with such limits as the Surety may from time to time reasonably require, and in any event will continuously maintain the following described policies of insurance (the "Insurance Policies"):

(a) Casualty insurance against loss and damage by all risks of physical loss or damage, including fire, windstorm, flood, earthquake and other risks covered by the so-called extended coverage endorsement in amounts not less than the full insurable replacement value of the Premises from time to time and bearing a replacement cost agreed amount endorsement;

(b) Comprehensive public liability against death, bodily injury and property damage in an amount not less than \$15,000,000 and contractual liability insurance;

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