

which may become payable under the terms thereof or hereof, by reason of the payment of any Imposition or utility charges or any part thereof.

(d) Compliance with Legal and Insurance Requirements, Instruments, etc. Promptly (i) comply or cause Lessee promptly to comply with all Legal Requirements and Insurance Requirements unless the same shall be contested in good faith and by appropriate proceedings by either the Company or Lessee in the manner permitted by Article XV of the Leases; (ii) procure, maintain and comply with, or cause Lessee promptly to procure, maintain and comply with, all licenses or other authorizations required for any use of the Properties then being made, and for the proper erection, installation, operation and maintenance of the Improvements or any part thereof; and (iii) comply or cause Lessee promptly to comply with any instruments of record at the time in force affecting any of the Properties or any part thereof.

(e) Insurance. Maintain or cause Lessee to maintain insurance of the types and in the amounts required by, and otherwise complying with Article XVI of the Leases and deliver or cause to be delivered to the Mortgagee (i) on the date hereof, certificates for such insurance and (ii) not less than 10 days before the expiration of any such insurance, certificates evidencing the replacement or renewal thereof.

(f) Damage, Destruction or Taking. In case of any material damage to or destruction of any of the Properties or any part thereof, or in case of any Taking, forthwith give or cause Lessee to give written notice thereof to the Mortgagee. In case of any such material damage, destruction or Taking, the Mortgagee shall be entitled to all insurance proceeds, payments or awards on account thereof, to the same extent the Company would be entitled thereto under the Leases, and the Company hereby irrevocably assigns to the Mortgagee all of its rights to any such insurance proceeds, payments or awards. With respect to a Taking, the Company will file or prosecute or cause to be filed or prosecuted in good faith and with due diligence what would otherwise be its claim for any such award or payment and cause the same to be collected and paid over to the Mortgagee and irrevocably authorizes and empowers the Mortgagee in the name of the Company or otherwise, to file and prosecute any such claim and to collect, receipt for and retain the same. The Company will pay or cause to be paid all costs and expenses reasonably incurred in connection with any Taking and seeking and obtaining any award or payment in respect thereof. Unless an Event of Default shall have occurred under either Lease,