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or, with respect to the Department Store Leases, cause to be paid when due all encumbrances, charges, and liens, with interest, on the Premises or any part thereof. For so long as there shall not be an Event of Default hereunder, or under any other instrument evidencing or securing the subject loan, the failure of HMA to pay or cause to be paid any Imposition which it reasonably and in good faith contests or protests shall not be an Event of Default hereunder; provided, however, in the case of each such contest or protest HMA shall, promptly and in advance notify in writing Mortgagee of its intention to contest or protest such Imposition, comply with all rules, regulations, laws and procedures applicable to each such protest, prosecute the same to conclusion with reasonable diligence and dispatch, and provide the Mortgagee with such reports as it may reasonably request in connection therewith. If Mortgagee shall require, HMA shall furnish such assurances as are in all respects acceptable to Mortgagee assuring Mortgagee that such impositions as finally determined will be paid promptly in full and will not constitute a lien on the mortgaged Premises prior to the lien of this Mortgage. Such right of contest or protest shall be applicable to any imposition defined in this sub-paragraph (a) and to any future impositions referred to in the following sub-paragraph (b).

(b) (i) If at any time after the date hereof there shall be assessed or imposed a tax or assessment on or affecting the Premises in lieu of or in addition to an Imposition payable by Mortgagor pursuant to subparagraph (a) hereof, then all such taxes, assessments, or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof; and Mortgagor shall and does hereby agree to pay and discharge or, with respect to the Department Store Leases, cause to be paid and discharged the same as herein provided with respect to the

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