

position is deemed by the Mortgagor to be advantageous in the due and proper conduct of its business; (c) it will punctually pay and discharge or cause to be paid or discharged all taxes, assessments and governmental charges lawfully imposed upon the Mortgagor or any of its property, or upon the income and profits thereof, and will not suffer any mechanics', materialmen's or other similar lien to remain upon its property or any part thereof; provided, however, that nothing herein contained shall require the Mortgagor to pay or discharge any tax, assessment or governmental charge, or liens so long as the validity thereof shall in good faith be contested by the Mortgagor, unless thereby property of the Mortgagor (essential in the judgment of the Mortgagor to the conduct of the business of the Mortgagor) will be lost, forfeited, or materially endangered; (d) it will at all times insure and keep insured, all property of an insurable nature against loss or damage by fire and other usual hazards, in such manner and to such an extent, as is customarily insured by similar companies, and will also at all times maintain adequate insurance or reserves against loss or damage from such hazards and risks to the person and property of others as are usually insured or reserved against by companies operating properties similar to the properties of the Mortgagor, and will within sixty (60) days after the end of each fiscal year furnish to the Mortgagee an Officer's Certificate listing the policies of insurance outstanding and in force upon the Mortgagor's properties or any part thereof, the names of the insurance companies which have issued the policies, the party or parties thereunder, the amounts thereof, the risks insured against and the property covered thereby; (e) it will perform or comply with all the conditions, covenants, stipulations and provisions of any and all franchises, leases or other instruments under which it holds rights in real property, promptly pay all rentals and other indebtedness accruing thereunder, do all other things necessary to keep unimpaired the rights of the Mortgagor thereunder and prevent any forfeiture or termination thereof; provided, however, that nothing in this subparagraph (e) shall prevent the forfeiture or termination of any such franchise, lease or other instrument if, in the opinion of the Board of Directors or the President or a Vice President of the Mortgagor, such forfeiture or termination is in the interest of the Mortgagor and not disadvantageous in any material respect to the Mortgagee; and (f) it will in good