

and any amendment or modification hereof or thereof or supplement hereto or thereto, to be recorded, registered and filed and to be kept recorded, registered and filed in such manner and in such places, and will pay all such recording, registration, filing or other taxes, fees and other charges, and will comply with all such statutes and regulations, as may be required by law in order to establish, preserve and protect the lien of this Mortgage on all real property and interests therein included in the Mortgaged Property (including, without limitation, any such property or interests acquired after the execution hereof), the rights of the Mortgagee and of the holders of the Notes hereunder, its rights as owner of the Properties, the rights of the parties to the Lease and their respective successors and assigns, and to preserve and protect the Mortgagee's security interest in the Company's right to receive the rents and other sums payable to the Company under the Lease and assigned by the Assignment. If requested by any Beneficiary, but not more than once in each calendar year, the Company at its expense will furnish to such Beneficiary an opinion (or opinions) of counsel, satisfactory to such Beneficiary, specifying the action taken by the Company to comply with this section since the date of this Mortgage or the date of the most recent opinion of counsel furnished to such Beneficiary pursuant to this section, as the case may be, or stating that no such action is necessary.

5. Liens, etc. The Company will not, directly or indirectly, create or permit or suffer to be created or to remain, and will discharge, or promptly cause to be discharged, any mortgage, lien, encumbrance or charge on, pledge of, or