

(b) At the Assignor's sole cost and expense, to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Lease or obligations, duties or liabilities of the Lessor and Lessee thereunder and to pay all costs and expenses of the Assignee, its successors and assigns, including attorneys' fees in a reasonable sum, in any action or proceeding pertaining thereto in which the Assignee may appear.

(c) That should the Assignor fail to make any payment or to do any act as herein provided, then the Assignee, its successors and assigns, but without obligation so to do and without notice to or demand on the Assignor and without releasing the Assignor from any obligation hereof, may make or do the same in such manner and to such extent as the Assignee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of the Assignee and also the right to perform and discharge each and every obligation, covenant and agreement of the Assignor contained in the Lease; and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorney's fees.

(d) To pay immediately upon demand, all sums expended by the Assignee under the authority hereof, together with interest thereon at 6% per annum.

(e) Without the written consent of the Assignee and the holders (as defined in the Indenture) of 66 $\frac{2}{3}$ % of the principal amount of the Notes of each series at the time outstanding, not to:

(i) create, assume or suffer to exist any mortgage, pledge, encumbrance, lien or charge of any kind upon the Properties, except (A) taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or upon any of its property, real, personal or mixed, or upon any part thereof, as well as claims for labor, materials and supplies which, if unpaid, might become a lien or charge upon its property, if such tax, assessment, charge, levy or claim shall not then be due and payable or if the validity of any such tax, assessment, charge, levy or claim shall currently be contested in good faith by appropriate proceedings and the security provided hereby shall not be materi-

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