

of any such contest, fully pay and discharge the amounts which shall be levied, assessed, charged or imposed or be determined to be payable therein together with all penalties, fines, interest, costs and expenses thereon or in connection therewith, and perform all acts the performance of which shall be ordered or decreed as a result thereof. No such contest shall be permitted hereunder which could subject the Mortgagee to the risk of any criminal liability, and the Company shall give reasonable security to the Mortgagee, as may be demanded by the Mortgagee, to insure payment of any lien, charge or order, conditional bill of sale or chattel mortgage, which is contested as provided in this § 4.08 and to protect against any such sale, forfeiture or loss by reason of such contest.

§ 4.09. **INDEMNIFICATION.** The Company will indemnify and save the Mortgagee harmless from and against any and all liabilities, losses, wages, costs, expenses, causes of action, suits, judgments and claims, whether joint or several, by or on behalf of any person for injury or accident to person or property of any nature and howsoever caused, arising on the Mortgaged Property out of the use, occupation, operation, possession, or control by the Company or any of its Subsidiaries of the Mortgaged Property, including, without limiting the generality of the foregoing, all liabilities, claims and expenses arising from any work, process, operation, improvement, demolition or thing done in or about the Mortgaged Property, or from any latent or other defect in any structure or improvement constituting a part of the Mortgaged Property, or in any personal property owned by the Company or any of its Subsidiaries situated in or on the Mortgaged Property, or from any condition in any street or sidewalk adjoining the Mortgaged Property or of any passageway or space therein or appurtenant thereto, or from any act or omission of the Company or any of its Subsidiaries or any agent, contractor, servant, employee, customer or invitee of the Company or any of its Subsidiaries.

§ 4.10. **NATURE OF BUSINESS.** The Company and its Subsidiaries will not materially change the general nature of their businesses, taken on a consolidated basis, from the general nature of the businesses engaged in by the Company and its Subsidiaries on the date of this Indenture, as described in Exhibit B to the Note Purchase Agreement dated December 1, 1977, between the Company and the Mortgagee.