

costs, expenses and reasonable attorney's fees, shall be secured hereby, and the Assignor shall reimburse the Assignee therefor immediately upon demand and upon the failure of the Assignor so to do, the Assignee may declare all sums secured hereby immediately due and payable.

(b) Anything herein contained to the contrary notwithstanding, if, at any time or times, in order to conform with any law of any jurisdiction in which the Assignor shall then own or hold any property subject to the Lease, the Assignee shall be advised by counsel satisfactory to it that it is necessary or prudent in the interest of the holders of the Notes so to do, the Assignee shall execute and deliver any and all instruments and agreements necessary or proper to appoint another trust company, bank or banking association, or one or more persons, approved by the Assignee, either to act as co-assignee or co-assignees hereunder, jointly with the Assignee originally named herein, or its successors, or to act as separate assignee or assignees hereunder; and the trust company, bank or banking association, or the person or persons so appointed shall be such co-assignee or co-assignees, or separate assignee or assignees, with such powers, duties and discretion as shall be specified in the said instruments or agreements of appointment, executed as aforesaid.

(c) The rights, powers, duties and obligations conferred or imposed upon the Assignee shall be conferred and imposed upon, and exercised or performed by the Assignee, or jointly by the Assignee and any co-assignee or co-assignees or separate assignee or assignees appointed pursuant to this paragraph, as provided herein or in the instrument or agreement appointing such co-assignee or co-assignees or separate assignee or assignees, except to the extent that under the law of any jurisdiction in which any particular act or acts are to be performed the Assignee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by such co-assignee or co-assignees or separate assignee or assignees.

(d) Any co-assignee or co-assignees or separate assignee or assignees appointed hereunder, may at any time by an instrument in writing constitute said Bankers Trust Company or its successor as assignee hereunder, his, their or its agent or attorney-in-fact, with

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