

Indenture. The Lessee further agrees that it will not assert any offset, counterclaim, deduction or defense in any proceeding brought under this Lease Assignment or otherwise, nor for any reason seek to recover from the Trustees or either of them any moneys paid to the Trustees or either of them by virtue of this Lease Assignment.

(b) If any lien, encumbrance or charge of any kind based on any claim of any kind (including, without limitation, any claim against any person for income, franchise, single business or other taxes, whether federal, state or otherwise) shall be asserted or filed against the Property or any part thereof or any amount payable by the Lessee under or pursuant to the Lease or this Lease Assignment or any order or determination (whether or not valid) of any court or other governmental authority shall be entered or made with respect to any such amount or the Property or any part thereof by virtue of any claim of any kind against any person, in either case so as to

(i) interfere with the receipt of such amount to the Trustees or either of them or the due application of such amount by the Trustees or either of them pursuant to any provision of the Indenture, or

(ii) subject any holder of any Note to any obligation to refund any moneys received by it, or

(iii) result in the refusal of the Trustees or either of them to make such due application because of their or its good faith determination that liability might be incurred if such due application were to be made,

then (A) upon receipt of notice of such claim from the Trustees or either of them, the Lessee will promptly use its best efforts to take such action and incur such expense as may be necessary to prevent, or to nullify the cause or result of, such interference, such obligation or such refusal, as the case may be, and (B) if such best efforts have not within 10 days after receipt of such notice prevented, or nullified the cause or result of, such interference, such obligation or such refusal, as the case may be, the Lessee will (1) pay directly to the Trustees or to the holders of the Notes a sum of money (in addition to all other amounts payable by the Lessee under or pursuant to the Lease or this Lease Assignment) equal to the amount the payment of which to the Trustees or the due application of which by the Trustees shall have been interfered with (less any amount which the Indenture requires to be paid to or upon the order of the Lessor), (2) indemnify and hold harmless the holders of the Notes from and against any obligation to refund, or any loss in refunding, any moneys received by them, and (3) indemnify and hold harmless the Trustees from and against any and all liability which may arise from applying such amount pursuant to the provisions of the Indenture.

(c) To the extent that the Lessee or Arvin may acquire any indebtedness of, or claim against, the Lessor, by way of subrogation or otherwise, as a result of the performance by the Lessee or Arvin of any action (including the incurrence of any expense) pursuant to paragraph 7(b), the Lessee or Arvin, as the case may be, may elect, by notice to the Lessor and the Trustees, to treat the amount of such indebtedness and claims as a prepayment by or on behalf of the Lessee of rent due during any extensions of the term of the Lease, as Additional Rent paid pursuant to the Lease, as unsecured loans or advances to the Lessor, or as any combination thereof, but notwithstanding the foregoing all such indebtedness and claims are hereby subordinated and made fully subject in right of payment to the prior payment of all amounts due and owing upon the Notes.

(d) Nothing contained in paragraph 7(b) shall be construed to require the Lessee to take any action with respect to any claim, or to incur any expense, or to make any payment with respect to any obligation which is incurred by the Trustee or any holder of any of the Notes to any third party and which claim or obligation is not related to or does not arise directly or indirectly out of the Overall Transaction.

(e) If at any time the Lessee shall have paid, or shall be required to pay, sums aggregating more than \$250,000 pursuant to paragraph 7(b) hereof, then the Lessee may in lieu thereof elect to purchase from the

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