

hereto or to discharge the same, either by paying the amount claimed to be due or depositing in court a bond for the amount claimed or otherwise giving security for such claim, or in such other manner as is or may be prescribed by law; and (v) in exercising such powers, to pay necessary expenses, including without limitation employment of counsel or other necessary or desirable consultants. All sums so expended by the Trustee or the Beneficiary or expended to sustain the lien of this Indenture or its priority, or to protect or enforce any of the rights of the Trustee or the Beneficiary hereunder, or to recover any indebtedness hereby secured, shall be a lien on the Trust Estate, shall be deemed secured by this Indenture, and shall be paid by the Company within five (5) days after demand with interest at the rate of 10-1/4% per annum. In any action or proceeding to foreclose this Indenture, or to recover or collect the indebtedness secured hereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

Section 1.13 Condemnation. Should the Properties, the Improvements or the Personal Property or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should the Company receive any notice or other information regarding such proceeding, the Company shall give prompt notice thereof to the Beneficiary.

(a) The Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceeding. The Beneficiary shall also be entitled to join with the Company in making any compromise or settlement in connection with such Condemnation involving an amount in controversy in excess of \$50,000. All such compensation, awards, damages, rights of action and proceeds awarded to the Company ("Proceeds") are hereby assigned to the Beneficiary and the Company shall execute such further assignments of the Proceeds as the Beneficiary or Trustee may require.

(b) In the event any portion of the Properties, the Improvements or the Personal Property is so taken or damaged, the Beneficiary shall have the option of applying all or part of the Proceeds, after deducting therefrom all