

the Purchase Agreement referred to in Section 3.01 (e) hereof) unless the Company is in good faith contesting whether it is in default under such instrument, the Trustee or the Beneficiary may pay, effect or perform or observe the same. In connection therewith, the Beneficiary and/or Trustee shall have and are hereby given the right, but not the obligation, (i) to enter upon and take possession of the Properties, the Improvements and the Personal Property; (ii) to make additions, alterations, repairs and improvements to the Properties, the Improvements or the Personal Property which they or either of them may consider necessary or proper to keep the same in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of the Beneficiary or the Trustee; (iv) to contest or compromise any lien, encumbrance or charge which in the judgment of either may affect or appear to affect the security of this Indenture or be prior or superior 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.