

furnished in connection with any additions, modifications, improvements, repairs, renewals or replacements so made by it; provided, that if the Industry shall first notify the Bank of its intention so to do, the Industry may in good faith contest any mechanics; or other liens filed or established against the Mortgaged Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Bank shall notify the Industry that, in the opinion of Independent Counsel, by nonpayment of any such items, the lien or security interest of this Mortgage as to any part of the Mortgaged Property will be materially endangered or the Mortgaged Property or any part thereof will be subject to loss or forfeiture, in which event the Industry shall promptly pay and cause to be satisfied and discharged all such unpaid items. The Bank will cooperate fully with the Industry in any such contest.

4. Removal of Equipment. If no event of default under the Loan Agreement shall have happened and be continuing, in any instance where the Industry in its discretion determines that any items of Equipment have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Industry may remove such items of Equipment from the Buildings and the Land and sell, trade in, exchange or otherwise dispose of them (as a whole or in part) without any responsibility or accountability to

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