

- (iii) Any and all sums which either Issuer or Trustee may in good faith, with the consent of Agent, incur, expend or become obligated to pay or expend, exclusive of mortgage taxes, and including without limitation, court costs, attorneys' fees, appraisers' fees, abstracting expense and/or receivers' fees: (I) to preserve or protect any of the Encumbered Assets and/or to collect the Bonds Secured Indebtedness, (II) to cure any default under the Indenture, the Agreement or this Mortgage, (III) in pursuing, exercising and/or enforcing any right, rights, remedy or remedies hereunder and/or consequent upon any default of Company; or (IV) upon any exercise or enforcement of any right, rights, remedy or remedies by, as the case may be, by the Trustee or the Issuer under the Indenture, the Agreement and/or this Mortgage; and
- (iv) Interest per annum at a variable rate equal to five percentage points (5.0%) in excess of the prime or base rate of interest from day to day established by Agent at its principal banking office in Boston, Massachusetts (but in no event in excess of the highest rate of interest permitted thereon under the Agreement), upon all money expended by or on behalf of Issuer or Trustee under the next preceding Subsection (iii) from the date of each such expenditure, all of which expenditures and interest shall be payable by Company to Issuer or to Trustee, as the case may be, at once and without demand (all the foregoing under clauses (i) through (iv) of this subsection (a), the "Bonds Secured Indebtedness");
- (b) SECOND unto Agent to secure the performance of the covenants and agreements herein and in the Credit Agreement contained and as security for the payment of:
- (i) Any and all sums from time to time due or to become due and owing under Sections 1 and 2 of the Credit Agreement;
- (ii) Any and all sums which Agent may in good faith incur, expend or become obligated to pay or expend and including without limitation, court costs, attorneys' fees, appraisers' fees, abstracting expense and/or receivers' fees: (I) to preserve or protect any of the Encumbered Assets and/or to collect the Credit Secured Indebtedness, (II) to cure any default of Company hereunder, (III) in pursuing, exercising and/or enforcing any right, rights, remedy or remedies hereunder and/or consequent upon any default of Company, or (IV) upon any exercise or enforcement of any right, rights, remedy or remedies by Agent under the Credit Agreement or the Pledge Agreement, dated August 28, 1984, given by Company and benefitting the Agent, and/or this Mortgage; and