

9. Performance of Certain Lease Terms. If the lessee shall fail to perform or comply with any term or condition contained in sections 2, 6 and 9 (or paragraphs thereof) of the Lease, the Company will forthwith perform or comply with such term or condition to the same extent as if such term or condition were set forth herein in full and the obligations of Lessee thereunder were made the obligations of the Company hereunder.

10. No Claims against Mortgagee, Any Noteholder, etc. Nothing contained in this Mortgage shall constitute any consent or request by the Mortgagee, or any holder of a Note, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of any Property, nor be construed as giving the Company or Lessee any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against the Mortgagee or any holder of a Note in respect thereof or any claim that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien of this Mortgage.

11. Indemnification by the Company. The Company will protect, indemnify and save harmless the Mortgagee and each holder of a Note from and against all liabilities, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) of any nature arising from any accident, injury to or death of persons or loss of or damage to property occurring on any Property or on

adjoining sidewalks, curbs, roadways, fences or vaults, if any, or in any manner growing out of or connected with Lessee's use and occupancy of any Property or the condition thereof or of the adjoining sidewalks, curbs, roadways, fences or vaults, if any, or the performance of any labor or services or the furnishing of any materials or other property in respect of any Property. In case any action, suit or proceeding is brought against the Mortgagee or any holder of a Note by reason of any such occurrence, the Company, upon the Mortgagee's or such holder's request, will at the Company's expense resist and defend or will cause Lessee at Lessee's expense to resist and defend such action, suit or proceeding or will cause the same to be resisted and defended by counsel designated by the Company and approved by the Mortgagee or such holder, or both, as the case may be. The obligations of the Company under this section shall survive any termination or satisfaction of this Mortgage.