

ON THE PART OF THE ASSIGNOR TO EXERCISE ANY SUCH RIGHT WITHOUT THE WRITTEN AUTHORITY AND CONSENT OF THE ASSIGNEE THERETO FIRST BEING HAD AND OBTAINED, SHALL CONSTITUTE A BREACH OF THE TERMS HEREOF, ENTITLING THE ASSIGNEE TO DECLARE ALL SUMS SECURED THEREBY IMMEDIATELY DUE AND PAYABLE.

2. AT ASSIGNOR'S SOLE COST AND EXPENSE TO APPEAR IN AND DEFEND ANY ACTION OR PROCEEDING ARISING UNDER, GROWING OUT OF, OR IN ANY MANNER CONNECTED WITH SAID LEASE OR THE OBLIGATIONS, DUTIES OR LIABILITIES OF LESSOR AND LESSEE THEREUNDER, AND TO PAY ALL COSTS AND EXPENSE OF THE ASSIGNEE IN ANY ACTION OR PROCEEDING IN WHICH THE ASSIGNEE MAY APPEAR.

3. THAT SHOULD THE ASSIGNOR FAIL TO MAKE ANY PAYMENT OR DO ANY ACT AS HEREIN PROVIDED, THEN THE ASSIGNEE, BUT WITHOUT OBLIGATION TO DO SO AND WITHOUT NOTICE TO OR DEMAND ON ASSIGNOR AND WITHOUT RELEASING ASSIGNOR FROM ANY OBLIGATION HEREOF, MAY MAKE OR DO THE SAME IN ANY SUCH MANNER AND TO SUCH EXTENT AS ASSIGNEE MAY DEEM NECESSARY TO PROTECT THE SECURITY HEREOF, INCLUDING SPECIFICALLY, WITHOUT LIMITING ITS GENERAL POWERS, THE RIGHT TO APPEAR IN AND DEFEND ANY ACTION OR PROCEEDING PURPORTING TO AFFECT THE SECURITY HEREOF OR THE RIGHTS OR POWERS OF ASSIGNEE AND ALSO THE RIGHT TO PERFORM AND DISCHARGE EACH AND EVERY OBLIGATION, COVENANT AND AGREEMENT OF THE ASSIGNOR IN SAID LEASE CONTAINED, AND IN EXERCISING ANY SUCH POWERS TO PAY ALL NECESSARY COSTS AND EXPENSES.

4. TO PAY IMMEDIATELY UPON DEMAND, ALL SUMS EXPENDED BY ASSIGNEE UNDER THE AUTHORITY HEREOF, TOGETHER WITH INTEREST THEREON AT SIX PER CENT (6%) PER ANNUM.

3. IT IS MUTUALLY AGREED THAT:

1. SO LONG AS THERE SHALL EXIST NO DEFAULT BY ASSIGNOR IN THE PAYMENT OF ANY INDEBTEDNESS SECURED HEREBY OR THE PERFORMANCE OF ANY OBLIGATION, COVENANT, OR AGREEMENT HEREIN

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