

(6) The owner agrees to indemnify, and hold the mortgagee harmless of and from any and all liability, loss of damage which the mortgagee may incur under said lease or by reason of this assignment, and of and from any and all claims and demands whatsoever which may be asserted against the mortgagee by reason of any alleged obligation or undertaking to be performed or discharged by the mortgagee under said lease or this assignment. Nothing herein contained shall be construed to bind the mortgagee to the performance of any of the terms and provisions contained in said lease, or otherwise to impose any obligation on the mortgagee, including, without limitation, any liability under the covenant of quiet enjoyment contained in said lease in the event that the tenant shall have been joined as party defendant in any action to foreclose said mortgage, deed of trust or other security instrument, and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in said premises. Prior to actual entry and taking possession of the premises by the mortgagee, this assignment shall not operate to place responsibility for the control, care, management or repair of said premises upon the mortgagee, nor for the carrying out of any of the terms and provisions of said lease. Should the mortgagee incur any liability mentioned in this paragraph, or loss or damage under said lease or under or by reason of this assignment, or in the defense of any such claims or demands the owner shall immediately upon demand reimburse the mortgagee for the amount thereof, including costs and expenses and reasonable attorneys' fee, and the mortgagee may retain possession and collect the rents, income and profits and, from time to time, apply them in or toward satisfaction of or reimbursement for said loss or damage.

(7) The owner represents that the owner now is the absolute owner of said lease with full right and title to assign the same and the rents, income and profits due or to become due thereunder; that said lease is valid and in effect that there is no outstanding assignment or pledge thereof or of the rents, income and profits due or to become due thereunder; that there are no existing defaults under the provisions thereof and that no rents, income or profits payable thereunder have been or will hereafter be anticipated or discounted. The owner covenants not to cancel surrender or terminate said lease or change after or modify the same, either to reduce the amount of said rents, income and profits payable thereunder, or otherwise change, alter or modify said lease, or make any subsequent assignment of said lease, or consent to subordination of the interest of the lessee in said lease, without the prior written consent of the mortgagee.

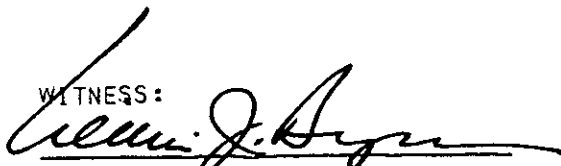

(8) The owner agrees to execute and deliver to the mortgagee, during the term of the within assignment, such further instruments as the mortgagee may deem necessary to make this assignment and the several covenants of the owner effective.

(9) The right and remedies of the mortgagee under this instrument are cumulative and are not in lieu of but are in addition to any other rights and remedies which the mortgagee shall have under said bond, note or obligation and mortgage, deed of trust or other security instrument. The rights and remedies of the mortgagee hereunder may be exercised from time to time and as often as such exercise is deemed expedient.


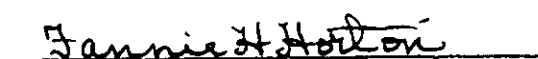
(10) No change, amendment, modification, cancellation or discharge hereof, or any part hereof, shall be valid unless consented to in writing by the mortgagee.

(11) All covenants and agreements herein shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the owner has caused its corporate seal to be affixed hereto and these presents to be subscribed by its duly authorized officers, this October 25, 1962.

WITNESS:



HUGHES DEVELOPMENT COMPANY, INC.

BY: 


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