

3. The Assignee further covenants and agrees that during the term of said Penney lease and any extension or extensions of the term thereof the Assignee will take all steps reasonably necessary to cause the Landlord under said Cauble lease to carry out and perform all the obligations on the part of the Landlord to be carried out and performed pursuant to said Cauble lease.

4. If the Assignee shall fail to perform any of its obligations set forth in paragraphs 2 or 3 hereof, then the Assignor may, at its option, after notice to the Assignee, perform any such obligation as the Assignee's agent, and in the Assignor's sole discretion as to the necessity therefor, and the full amount of the cost and expense entailed shall immediately be owing by the Assignee to the Assignor, and the Assignor shall have the right to deduct the amount thereof, together with interest at the legal rate thereon from the date of payment, without liability of forfeiture, out of rentals then due or thereafter coming due under said Penney lease, and the Assignor shall have a lien on the Assignee's interest in the demised premises covered by said Penney lease and on the Assignee's interest in the premises of which the demised premises covered by said Penney lease are a part, to secure the repayment of any such amount with interest. The option given in this paragraph is for the sole protection of the Assignor, and its existence shall not release the Assignee from the obligation to perform any of its obligations under the provisions of paragraphs 2 or 3 hereof, or deprive the Assignor of any legal rights which it may have by reason of any such default by the Assignee.