

1) To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of said lease by me to be performed; at my sole cost and expense to enforce or secure the performance of each and every obligation, covenant, condition and agreement of said lease by the Lessee to be performed; not to modify, extend or in any way alter the terms of said lease; not to anticipate the rents due under said lease for a period exceeding Sixty (60) days at any one time, or to waive, excuse, condone or in any manner release or discharge the Lessee thereunder of or from obligations, covenants, conditions and agreements by said Lessee to be performed, including the obligations to pay the rental therein provided; and by the execution of this instrument I expressly release and surrender unto the said Assignee hereinabove named all of my right, power and authority to amend, modify or in any way alter the terms or provisions of said lease and agree that any attempt on my part to exercise any such right without the written authority and consent of the said Assignee hereinabove named shall constitute a breach of the terms hereof entitling the said Assignee to declare all sums secured hereby immediately due and payable and said mortgage instrument to secure said debt foreclosable.

2) At my sole cost and expense to appear in and defend any action or proceeding arising under, connected with or growing out of said lease; to pay all costs and expenses of said Assignee, including a reasonable attorney's fee, in any action or proceeding in which the Assignee may appear as a result of this assignment.

3) Should I fail to make any payment or do any act as herein provided, then the said Assignee herein, but without obligation so to do and without notice and without releasing me from any obligation hereof, may make or do the same in such manner and to such extent as said Assignee may deem necessary to protect the security hereof, and in the exercise of such powers the said Assignee may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees.

4) To pay immediately upon demand all sums expended by said Assignee under the authority hereof, together with interest thereon at the rate of Five (5%) per centum per annum.

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