

modify rents and do any acts which the Assignee deems proper to protect the security hereof, and either with or without taking possession of said property in its own name to sue for or otherwise collect and receive such rents, issues and profits, including those past due and unpaid and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby and in such order as the Assignee may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or affect any default hereunder or under the Notes, Indenture and Lease or invalidate any act done hereunder.

SIXTH: (a) The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Lease or under or by reason of this Assignment and the Assignor shall and does hereby agree to indemnify and hold the Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Lease or under or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease; should the Assignee incur any such liability, loss or damage under the Lease or under or by reason of this Assignment or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby, and the Assignor shall reimburse the Assignee therefor immediately upon demand and upon the failure of the Assignor so to do, the Assignee may declare all sums secured hereby immediately due and payable.

(b) Anything herein contained to the contrary notwithstanding, if, at any time or times, in order to conform with any law of any jurisdiction in which the Assignor shall then own or hold any property subject to the Lease, the Assignee shall be advised by counsel satisfactory to it that it is necessary or prudent in the interest of the holders of the Notes so to do, the Assignee shall execute and deliver any and all

(CONTINUED ON NEXT PAGE)