

VII. ASSIGNEE'S PERFORMANCE OF LESSOR'S OBLIGATIONS:

The Assignor agrees that the Assignee may at any time, at its option (but without obligation to do so and without requirement of notice to or demand of the Assignor and without releasing the Assignor of any obligation herein or under the assigned leases), make, perform, or do any act which is required herein to be performed by the Assignor, including specifically but without limitation the right to appear in and defend any action purporting to affect the security hereof or the rights or powers of the Assignee and the right to perform any obligations of the lessor contained in any of the assigned leases; and the Assignor further agrees that the Assignee, in exercising any such powers, may pay all necessary costs and expenses, may employ counsel, and may pay therefor reasonable attorneys' fees, for all of which the Assignor will immediately upon demand reimburse all such sums expended by the Assignee pursuant to such authority, such reimbursement to Assignee to include the full sum expended together with interest thereon at the rate of ten percent per annum. Any such reimbursement shall be added to the indebtedness secured by this Assignment and shall be secured hereby and by the deed of trust, mortgage or deed to secure debt which also secures such indebtedness.

VIII. ACCELERATION OF MATURITY:

The Assignor understands and agrees that, in the event it shall fail to perform any of the covenants herein agreed to be performed, or in the event any of the warranties herein made are false or incorrect, or in the event Assignor otherwise defaults in any of the terms or provisions of this Assignment, the Assignee as noteholder may, at its option, accelerate the maturity of the promissory note hereinbefore described and declare the entire principal balance of said note, together with all accrued interest and other amounts owing pursuant to this Assignment or the mortgage, deed of trust or deed to secure debt immediately due and owing.

IX. POSSESSION OF PREMISES:

The Assignor understands and acknowledges that it presently has possession of the premises which are the subject of the assigned leases and of the mortgage, deed of trust or deed to secure debt which secures the principal indebtedness. The Assignor agrees that, in the event it defaults in the payment of said indebtedness or in the performance of any of its obligations or covenants herein contained or in any of the