

payment of any indebtedness secured hereby or in the performance of any obligation, covenant, condition or agreement contained herein or in the Notes or Lease, or if an event of default, as defined in the Indenture, shall occur, the Assignee may declare all sums secured hereby immediately due and payable and may at its option without notice and without regard to the adequacy of the security of the indebtedness hereby secured, either in person or by an agent with or without bringing any action or proceeding or by a receiver to be appointed by a Court, enter upon or take possession, manage and operate the premises demised by the Lease or any part thereof; make, cancel, enforce or modify leases; obtain and evict tenants and fix or 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 attorneys' 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

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