

now or hereafter to become due to any person, firm or corporation other than the Assignee.

THIRD: The Assignor hereby irrevocably designates and appoints the Assignee its true and lawful attorney-in-fact in its name, place and stead to ask, demand, collect, sue for, attach, levy, recover and receive all sums of money which are hereby assigned and which now are or hereafter may become due, owing and payable for or on account of any of the rents, issues, profits or income accruing, payable or receivable under the Lease and from the demised premises from the present Lessee or from any future lessee, tenant, subtenant or occupant thereof, with full power to institute any and all legal proceedings for the collection of rents or for the taking possession of said premises or any part thereof, including summary proceedings.

FOURTH: To protect the security afforded by this Assignment the Assignor agrees as follows:

(a) Faithfully to abide by, perform and discharge each and every obligation, covenant and agreement of the Lease by the Assignor to be performed; at the sole cost and expense of the Assignor, to enforce or secure the performance of each and every obligation, covenant, condition and agreement contained in the Lease by the Lessee to be performed; not to modify, extend or in any way alter the terms of said Lease other than provided therein without the written consent of the Assignee as provided in the Indenture; not to anticipate the rents thereunder or to waive, excuse, condone, forgive or in any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Lessee, including the obligation to pay the rent called for thereunder in the manner and at the time and place specified therein.

(b) At the Assignor's sole cost and expense, to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Lease or obligations, duties or liabilities of the Lessor and Lessee thereunder and to pay all costs and expenses of the Assignee, its successors and assigns, including attorneys' fees in

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