(1-a) To abide by, perform and discharge each and every obligation, covenant and agreement of said leases required of Assignor to be performed; at the sole cost and expense of Assignor, to enforce or secure the performance of each and every obligation, covenant, condition and agreement of said leases required to be performed by the lessee of any such lease; not to anticipate the rents thereunder, or to waive, excuse, condone or in any manner release or discharge any lessee thereunder of or from the obligations, covenants, conditions and agreements of said leases to be performed by any lessee, including the obligations to pay the rental called for thereunder in the manner and at the place and time specified therein.

(1-b) That should Assignor fail to make any payment or to do any act as herein provided, then Heller, but without obligation to do so and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as Heller may deem necessary to protect the security hereof, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor in said leases contained; and in exercising any such power to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorney's fees.

(1-c) To pay immediately upon demand all sums expended by Heller under authority hereof, together with interest at the highest legal rate.

IT IS MUTUALLY AGREED THAT:

1. So long as there exists no default by Assignor in

(Continued on Next Page)