

prior to accrual; (iii) waive, or release Lessee or any sublessee from, the observance or performance of any obligation to be performed by either under the terms of the Lease or liability on account of any warranty given by either of them.

4. Upon the occurrence of any one of the following events (herein called an "event of default"):

(i) the failure by Borrower to perform or observe any covenant of Borrower contained in this assignment, in any instrument evidencing any debt secured by this assignment, or in the Security Conveyances;

(ii) should any warranty of Borrower herein contained or contained in any evidence of debt given by Borrower to Lender and secured hereby, or contained in Security Conveyances, prove untrue or misleading in any material aspect;

(iii) failure by Borrower to meet any condition set forth in Lease;

(iv) should any event occur under any agreement made by Borrower with any third person whereby that person might declare immediately due and payable any indebtedness owing by Borrower to such third person; or

(v) should Borrower fail promptly to pay, when due, any debt due any third person,

(vi) should any event of default occur under the following Assignments of Lessor's Interest in