

recorded and filed at no expense to First National in such manner and in such places as may be required by law in order fully to preserve and protect the rights of First National hereunder.

(b) The Assignors upon demand will pay or reimburse First National for all reasonable attorneys' fees, costs and expenses paid or incurred in any proceedings or action or dispute of any kind in which First National is made a party or appears as a party affecting the indebtedness secured hereby, this Conditional Assignment of Lease or the interest created herein or the Collateral, including, but not limited to, any action to foreclose this Conditional Assignment of Lease or to enforce payment of the Note secured hereby; and any such amounts paid by First National shall be added to the indebtedness secured by the lien of this Conditional Assignment of Lease.

SECTION 5. DEFAULTS.

Any one or more of the following events shall be an "Event of Default" under this Conditional Assignment of Lease: (a) if and when an Event of Default shall occur under the Loan Agreement, (b) if and when the Assignors shall breach any covenant or agreement in this Conditional Assignment of Lease or (c) if any warranty or representation of the Assignors in this Conditional Assignment of Lease shall have been false or misleading when made in any material respect.

SECTION 6. FIRST NATIONAL'S RIGHTS.

The Assignors agree that when any Event of Default has occurred and is continuing:

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