

any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements by the Lessee to be performed, including the obligation to pay the rental and other monies called for thereunder in the manner and at the place and time specified therein, and undersigned by these presents expressly release, relinquish and surrender unto the Banks all the right, power and authority of undersigned to modify or in any way alter the terms or provisions of the Lease, or to terminate the term or accept a surrender thereof, and any attempt on the part of undersigned to exercise any such right without the written authority and consent of the Banks thereto being first had and obtained shall constitute a breach of the terms hereof entitling the Banks to declare all sums secured hereby immediately due and payable.

2. Undersigned agree, at the sole cost and expense of undersigned, to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Lease or the obligations, duties or liabilities of Lessor or Lessee thereunder, and to pay all costs and expenses of the Banks, including reasonable attorney's fees in any such action or proceeding if the Banks appear therein.

3. Undersigned agree that should undersigned fail to make any payment or to do any act as herein provided, then the Banks, but without obligation so to do and without notice to or demand on undersigned, and without releasing undersigned from any obligation hereof, may make or do the same in such manner and to such extent as the Banks may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Banks, and also the right to perform and discharge each and every obligation, covenant and agreement of Lessor in the Lease contained; and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorney's fees.

4. Undersigned agree to pay immediately upon demand all sums expended by the Banks under the authority hereof, together with interest thereon at six (6%) per cent per annum, and the same shall be added to any indebtedness secured hereby.

5. Undersigned agree that until the Note, the Bond and other indebtedness secured hereby is paid in full all rentals and other monies due and to become due under the Lease shall be paid by Lessee directly to Banks and for that purpose undersigned hereby irrevocably authorizes and directs Lessee to make all such payments directly to the order of Banks and agree that all payments so made shall be a full acquittance and discharge to Lessee to the extent of the payment so made; provided that so long as undersigned is not in default under the Note, Bond, Lease, this assignment or in connection with any other indebtedness or liability of undersigned secured hereby, Banks shall periodically (but at least once annually) remit to undersigned the amount, if any, by which the rental installments paid under the Lease exceed the sum of (i) the installment payments required by the Note and Bond, plus (ii) such additional amounts, if any, which are necessary to provide for the payment, when due, of all premiums for fire insurance on the Premises and for the payment of all taxes, assessments and governmental charges levied upon or which have or may become a lien against the Premises.

6. Undersigned hereby covenant and warrant to the Banks that (a) undersigned has not executed any prior assignment of the Lease or of its right, title and interest therein or the rentals to accrue thereunder; (b) undersigned has not accepted rent under the Lease for any period subsequent to the current period, if any, for which rent has already be-

(Continued on Next Page)