

5. Upon the occurrence of any Event of Default under the Agreement, the Assignee, with or without entry, personally or by its agents or attorneys, may sell (or otherwise transfer), to the extent permitted by law, all and singular the Lease Estate at one or more private or public sales, upon such terms as the Assignee may determine in the exercise of its discretion; institute proceedings for a complete or partial foreclosure hereof; and/or take all steps to protect and enforce the rights and remedies granted to the Assignee herein, whether by action, suit or proceeding in equity or at law (for the specific performance of any covenant, condition or agreement or in the aid of the execution of any power herein granted or for any foreclosure hereunder or for the enforcement of any other appropriate legal or equitable remedy).

6. If Assignor shall fail to perform or cause to be performed any of the provisions contained in this Assignment, the Assignee may make advances to perform the same on behalf of the Assignor and all sums so advanced shall become a portion of the Obligations secured hereby and by all other collateral provided to the Assignee in accordance with the terms of the Agreement; and the Assignor shall repay on demand all sums so advanced with interest thereon at the applicable interest rate set forth in the Term Note from the date of such advance until paid in full.

7. The Assignor shall from time to time, at the expense of the Assignor, promptly execute and deliver all further instruments and documents, take all further action, that may be necessary or desirable, or that the Assignee may request, in order to perfect and protect the collateral interests granted or purported to be granted in the Lease Estate hereby or to enable the Assignee to exercise and enforce its rights and remedies hereunder with respect to the Lease Estate.

8. The rights, powers and remedies of the Assignor under this Assignment shall be in addition to all rights, powers and remedies given to the Assignor by virtue of any statute or rule of law, the Agreement or any other agreement, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently without impairing the Assignee's collateral interest in the Lease Estate or any other Collateral.

9. Any forbearance or failure or delay by the Assignee in the exercise of any right, power or remedy shall not preclude the further exercise thereof, and every right, power or remedy of the Assignee shall continue in full force and effect until such right, power or remedy specifically waived in a writing executed by the Assignee. The Assignor waives any right to require the Assignor to proceed against any person or to exhaust any Collateral or pursue any remedy in the Assignee's power.

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