

3.1. Assignor shall notify Assignee of any default by Tenant under said lease, or of any exercise by Tenant of its purchase option or any exercise by Assignor of its right to force a sale of the leasehold premises.

3.2. Assignor authorizes and empowers Assignee to collect, enforce or compromise all rents, issues, profits, revenues, royalties, rights and benefits as and when they may come due, and does hereby direct Tenant to pay Assignee its rents and other monies as may now or hereinafter be due Assignor under said Lease upon demand by Assignee in the event of a default by Assignor under the terms of Assignor's promissory note, mortgage or an other loan documents executed by Assignor to Assignee.

3.3. Assignor shall indemnify, defend and hold harmless Assignee from all claims, actions or proceedings arising out of or involving the Lease, its validity, or any acts or omissions of Assignor in its capacity as Lessor, with this covenant to include without limitation, interest, reasonable attorneys fees and any costs in connection therewith.

4. MISCELLANEOUS.

4.1. No waiver at any time of any provisions or conditions of this Assignment or of any other loan documents shall be construed as a waiver of any of the other provisions or conditions hereof nor shall a waiver of any provisions or conditions be construed as a right to a subsequent waiver of the same provision or condition.

4.2. Unenforceability for any reason of any provision of this Assignment shall not limit or impair the operation or validity of any other provisions of this Assignment.

4.3. No amendments, additions, deletions, modifications or changes of this Assignment shall be of any force to effect whatsoever unless reduced to writing and executed by the parties hereto.

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