

to the Assignee remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon.

8. The Assignor hereby authorizes and directs the lessee named in any Lease (and any other, or future, lessees or occupants, or tenants of the Subject Premises) upon receipt from the Assignee of written notice to the effect that (i) the Assignee is the holder of the within Assignment and (ii) all future and past (but unpaid) Rents should be paid to the Assignee that such lessee, tenant or occupant shall, forthwith thereafter, pay over to the Assignee all such Rents and shall continue so to do until otherwise notified, in writing, by the Assignee.

9. The Assignee may take, or release, other security which it may hold for the payment of the Obligations of the Assignor to the Assignee, may release any party primarily or secondarily liable therefor, and may apply any other security held by it to the satisfaction, or partial satisfaction, of such Obligations without prejudice to any of its rights under this Assignment.

10. If the Assignor shall fail to promptly perform any of its covenants or obligations under this Assignment or under any of the Obligations of the Assignor to the Assignee, the Assignee may, at its option, without notice to, or demand upon, the Assignor (and without waiving or releasing the Assignor from any of its covenants or obligations under this Assignment or under any of the Obligations of the Assignor to the Assignee), perform the same in such manner and to such extent as the Assignee, in its sole discretion, shall deem necessary or proper, and in such event all costs and expenses of the Assignee in connection therewith (including, but not limited to, reasonable attorneys' fees), together with interest at the rate of 6% per annum from the date of the expenditure by the Assignee, shall be due and payable by the Assignor to the Assignee on demand and shall be secured by this Assignment.

11. All notices, demands or documents of any kind which the Assignee may be required, or may desire, to serve upon the Assignor, may be served by delivering the same to the Assignor personally, or by leaving a copy of such notice, demand or document addressed to the Assignor at the Assignor's address set forth at the head of this Assignment, or by depositing a copy of such notice, demand or document in the United States mail, postage prepaid, and addressed to the Assignor at the aforesaid address, or at such other address as the Assignor shall designate by written notice to the Assignee. For all purposes hereunder, any notice, demand or document mailed as aforesaid by the Assignee to the Assignor shall be deemed to have been served on the date of mailing thereof.

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