

payable prior to the stated maturity thereof pursuant to paragraph 8.2 of the Loan Agreement.

(d) No Obligations by Assignee. Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability to be performed by Assignor under the Leases. Assignor shall and hereby agrees to indemnify, defend and hold harmless Assignee, Assignee's affiliates, and each of their respective officers, directors, agents and employees from and against (a) any and all liability, loss, damage or expense which Assignee may incur under the Leases by reason of this Assignment and (b) any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking by Assignee pursuant to this Assignment to perform or discharge any of the obligations, covenants or agreements contained in the Leases. Should Assignor fail to discharge, or undertake to defend, an indemnitee as herein required, then the indemnitee may settle such matter and Assignor's liability to the indemnitee shall be conclusively established by such settlement (provided such settlement is made in good faith). If Assignee incurs any such liability, loss, damage or expense under the Leases by reason of this Assignment or as a result of any such claims or demand, or the settlement thereof as aforesaid, Assignor shall pay to Assignee immediately upon demand the amount thereof.

#### 4. General.

(a) Security Agreement. This Assignment, to the extent that it grants a security interest in personal property, shall also be construed as a security agreement under the Uniform Commercial Code as in effect in the state in which the Assignor's chief executive office shall from time to time be located, and, after Acceleration, Assignee shall be entitled with respect to such personal property to all remedies thereunder and under the Collateral Agreement, and to all other applicable remedies and Assignee may proceed as to all Collateral in accordance with the rights and remedies of Assignee in respect of real property, as provided in Article IX, Section 501(4) of the Uniform Commercial Code as adopted in the state where the Assignor's chief executive office shall from time to time be located.

(b) Defeasance. In addition to any release of Collateral pursuant to the Loan Agreement or the Collateral Agreement, upon the termination of the Collateral Agreement in accordance with Section 7.09 thereof, and the recording of a notice thereof in the same office where this Assignment is

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