

its successors or assigns had not exercised any option hereunder, but nothing hereinbefore contained shall impair any right of said Assignee, its successors or assigns, consequent upon any subsequent breach.

3. Said Assignee, its successors or assigns, shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under said Lease(s), or under or by reason of this Assignment, and Assignor shall and does hereby indemnify and hold harmless the said Assignee, its successors or assigns, from any and all claims, demands, judgements, losses or damages arising out of, resulting from or by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in said Lease(s) or this Assignment. Assignor further shall indemnify and hold harmless Assignee, its successors or assigns, from any and all claims, demands, judgements, losses or damages arising out of, resulting from, or by reason of any performance or discharge of any of the terms, covenants, or agreements contained in said Lease(s) of this Assignment. Should said Assignee, its successors or assigns, incur as provided in the paragraph 3 any liability judgement, loss or damage under said Lease(s) or under or by reason of this assignment, or in the defense of any such claims or demands, the amount thereof, including cost, expenses and reasonable attorney's fees, shall be secured hereby, and Assignor shall reimburse the Assignee, its successors or assigns therefor immediately upon demand, and upon the failure of Assignor so to do, said Assignee, its successors or assigns, may declare all sums secured hereby immediately due and payable.

4. Upon the payment in full of all indebtedness secured hereby, this Assignment shall become and be void and of no effect, but the affidavit, certificate, letter, or statement of any officer, supervisor, or attorney of said Assignee showing any part of said indebtedness to 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. A demand on the tenant by said Assignee, its successors or assigns, for the payment of the rent on any default claimed by said Assignee, its successors and assigns, shall be sufficient warrant to said tenant to make future payments of rent to said Assignee, its successors or assigns, without the necessity for further consent by said Assignor.

5. Said Assignee, its successors or assigns, may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals or indulgences with respect to such indebtedness, and may apply any other security therefor held by it to the satisfaction of such indebtedness without prejudice to any of its rights hereunder.

6. The term Lease(s) as used herein means the Lease(s) hereby assigned or any extension or renewal thereof, and any Lease(s) subsequently executed by Assignor covering the demised premises above described or any part thereof. In this Assignment, whenever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and conversely. All obligations of each Assignor hereunder are joint and several.

7. Nothing herein contained and no act done or omitted by said assignee, its successors or assigns, pursuant to the powers and rights granted it herein, shall be deemed to be a waiver by said Assignee, its successors or assigns of its rights and remedies under said Deed, but this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by said Assignee, its successors or assigns under the terms thereof. The right of said Assignee, its successors or assigns, to collect said indebtedness and to enforce any other security therefor owned by it may be exercised by said Assignee, its successors or assigns, either prior to, simultaneously with, or subsequent to any action taken by thereunder.