

Vol 1033 Page 54

8. (a) The Assignors have not done anything which might prevent the Assignee from or limit the Assignee in operating under any of the provisions hereof; (b) the Assignors have not accepted rent under the Lease more than 30 days in advance of its due date; (c) so far as the Assignors know, there is no present default by the Lessee under the Lease; and (d) the Lease is in full force and effect, unmodified except as set forth in Schedule A.

9. The Assignee shall not be obligated to perform or discharge any obligation under the Lease, or under or by reason of this Assignment, and the Assignor hereby agrees to indemnify the Assignee against and hold it harmless from any and all liability, loss or damage which it may or might incur under the Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms of the Lease; should the Assignee incur any such liability, loss or damage under the Lease or under or by reason of this Assignment, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at % per annum, shall be hereby secured and by the Mortgage, and the Assignors shall reimburse the Assignee therefor immediately upon demand.

10. This Assignment shall inure to the benefit of the successors and assigns of the Assignee and shall bind the Assignors' legal representatives, successors and assigns.

11. It is understood and agreed by the execution of this Assignment, that the Assignors do subordinate any and all rights they may have in the Lease to the Mortgage from the Assignors to the Assignee of even date hereof.

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