

3. So long as the note shall remain unpaid or the mortgage unreleased, the Assignor shall not convey the premises to any Lessee now or hereafter occupying the premises or any part thereof, unless the deed or other conveyance contains a provision in form satisfactory to Assignee that the lease of such Lessee shall not merge in the fee by reason of such conveyance and that the Lease, together with the obligation to pay rent and other charges thereunder, shall continue in full force and effect.

4. All subsequent leases and tenancies for the use and occupation of the premises or any part thereof shall be and are hereby made subject to all of the terms of this Assignment, and Assignor shall further assign and transfer the same to Assignee by assignment satisfactory to Assignee upon their creation, if Assignee so requests.

5. 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 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 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 the rate

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