

recorded, this Assignment shall be null and void, and upon demand therefor following such termination an appropriate instrument of reassignment shall promptly be made by Assignee to Assignor at Assignor's expense.

(c) Notices. Each notice, demand or other communication given by Assignor or Assignee in connection with this Assignment shall be given in accordance with Section 7.01 of the Collateral Agreement.

(d) Assignor; Gender. The word "Assignor" shall include all persons claiming under or through Assignor. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(e) No Waiver; Writing. No delay on the part of Assignee in the exercise of, or omission to exercise, any right or remedy shall operate as a waiver thereof or otherwise impair any such right or remedy, and no single or partial exercise by Assignee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy or the exercise of any right or remedy with respect to any subsequent default of the same or a different nature. No amendment, waiver or supplement in any way affecting this Assignment shall in any event be effective unless contained in a writing signed by Assignee.

(f) Governing Law. This Assignment shall be construed in accordance with, and governed by, the laws of the state where the Leased Property shall from time to time be located if the Leased Property is real property, or, if not, the laws of the state where the Assignor's chief executive office is located. Whenever possible each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

(g) Successors and Assigns. The rights and privileges of Assignee hereunder shall inure to the benefit of its successors and assigns.

(h) Waiver. Assignor waives, on behalf of itself and all persons now or hereafter interested in all or any portion of the Leased Property or the Collateral, to the

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