

For the purposes of this paragraph 2, a default shall be deemed to be cured only when the Assignor shall have paid in full all sums owing and past due, and/or shall have performed all other terms, covenants and conditions, failure in the performance of which terminates the license hereinabove mentioned.

3. The Assignor hereby irrevocably directs each lessee under each Assigned Lease and under any other lease which shall hereafter become an Assigned Lease, upon demand and notice from the Assignee of the Assignor's default under the Mortgage, the Note, the Agreement or this assignment to pay the Assignee all rents, issues and profits accruing or due under its lease from and after the receipt of such demand and notice. Any lessee making such payment to the Assignee shall be under no obligation to inquire into or determine the actual existence of any such default claimed by the Assignee.

4. The Assignor hereby agrees to indemnify and hold the Assignee harmless against and from any and all liability, loss, damage and expense, including reasonable attorneys' fees, which it may or shall incur under any of said leases, or by reason of this assignment, or by reason of any action taken by the Assignee hereunder, and against and from any and all claims and demands whatsoever which may be asserted against the Assignee by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants and conditions contained in any of the said leases. Should the Assignee incur any such liability, loss, damage or expense, the amount thereof, together with interest thereon at the maximum rate permitted by law, shall be payable by the Assignor to the Assignee immediately upon demand, or at the option of the Assignee, the Assignee may reimburse itself therefor out of any rents, issues or profits of the Property collected by the Assignee. Nothing contained herein shall obligate or be construed to obligate the Assignee to perform any of the terms, covenants or conditions contained

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