

of the Assignee as herein set forth, shall not cure or waive any default or waive or modify or affect any notice of default under the Loan Documents or the acceleration of the Indebtedness by the Assignee.

5. Upon the occurrence of any one or more of the Events of Default under the Mortgage, the Assignor will direct all tenants and subtenants under the Leases to pay all Rents accruing thereafter to the Assignee. Without limiting the generality of the foregoing, the Assignor hereby expressly and irrevocably authorizes the Assignee upon the occurrence and continuation of an Event of Default, to notify all tenants and subtenants under the leases of the Assignment and to direct such tenants and subtenants to pay all Rents accruing thereafter to the Assignee.

6. The Assignee shall not be obligated to perform or discharge any obligations under the Leases 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, damage or expense which it may or might incur under the Leases or 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 Leases or this Assignment. Should the Assignee incur any such

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