

10.8 Mortgagor's Indemnities. So long as the License is in effect, Mortgagor shall indemnify and hold Mortgagee harmless from and against any and all liability, loss, cost, damage or expense which Mortgagee may incur under or by reason of this assignment, or for any action taken by Mortgagee hereunder, or by reason of or in defense of any and all claims and demands whatsoever which may be asserted against Mortgagee arising out of the Leases. In the event Mortgagee incurs any such liability, loss, cost, damage or expense, the amount thereof together with all reasonable attorneys' fees and interest thereon at the default rate of interest provided in the Note, from the date such liability, loss, cost, damage or expense is incurred, shall be payable by Mortgagor to Mortgagee immediately, without demand, and shall be secured under Article 2 hereof.

10.9 Conflict. It is the intent of the parties that no conflict exist between the absolute assignment contained in this Article 10 and the collateral conveyance contained in Article 2 hereof. However, if and to the extent any such conflict be perceived to exist as to the Leases or the Rents, such conflict shall be resolved in favor of the absolute assignment contained in this Article 10.

#### Article 11

##### MISCELLANEOUS

11.1 Performance at Mortgagor's Expense. Mortgagor shall (i) pay all legal fees incurred by Mortgagee in connection with the preparation of the Security Documents (including any amendments thereto or consents, releases or waivers granted thereunder; (ii) reimburse Mortgagee, promptly upon demand, for all amounts expended, advanced or incurred by Mortgagee to satisfy any obligation of Mortgagor under the Security Documents, which amounts shall include all court costs, attorneys' fees (including, without limitation, for trial, appeal or other proceedings), fees of auditors and accountants and other investigation expenses reasonably incurred by Mortgagee in connection with any such matters; and (iii) pay any and all other costs and expenses of performing or complying with any and all of the Obligations. Except to the extent that certain costs and expenses are included within the definition of "Indebtedness," the payment of such costs and expenses shall not be credited, in any way and to any extent, against any installment on or portion of the Indebtedness.

11.2 Survival of Obligations. Each and all of the Obligations shall survive the execution and delivery of the Security Documents, and the consummation of the loans called for therein, and shall continue in full force and effect until the Indebtedness shall have been paid in full; provided however that nothing contained in this Paragraph 11.2 shall limit the obligations of Mortgagor which are to continue after payment of said Indebtedness where so stated in this Mortgage.

11.3 Further Assurances. Mortgagor, upon the request of Mortgagee, will execute, acknowledge, deliver and record and/or file such further instruments and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Security Documents and to subject to the liens and security interests thereof any property intended by the terms thereof to be covered thereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements, betterments or appurtenances to the then Mortgaged Property.