

Property, to the reduction and payment of the Note. The Lender shall account to the Borrower only for Rents actually received by the Lender pursuant to this Assignment.

4. Notices to Lessees. The Borrower hereby agrees upon the occurrence of an event of default hereunder and upon demand and notice from the Lender to pay to the Lender all Rents accruing or due under any Lease from and after the receipt of such demand and notice. In making such payments, such lessees shall be under no obligation to inquire into or determine the actual existence of any such default or breach claimed by the Lender, or to the application of the Rents.

5. Indemnity. The Borrower agrees to indemnify and hold the Lender harmless from and against any and all liability, loss, damage or expense, including reasonable attorneys' fees, that it may incur under any Lease or by reason of this Assignment, or by reason of any action taken by Lender or the Borrower hereunder, and from and against any and all claims and demands whatsoever which may be asserted against the Lender by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, conditions and covenants contained in any of the Leases. Should the Lender incur any such liability, loss, damage or expense, the amount thereof, together with interest thereon at the same rate then payable under the terms of the Note shall be payable by the Borrower to the Lender. Alternatively, at the option of the Lender, the Lender may reimburse itself for such amounts out of any Rents collected by the Lender.