

leases, and Assignor hereby agrees to indemnify Assignee for, and to save it harmless from, any and all liability arising from any of said leases or from this Assignment, other than liability arising from the negligence, gross negligence or intentional misconduct of Assignee after it has taken physical possession of said premises, and this Assignment shall not place responsibility for the control, care, management or repair of said premises upon Assignee, or make Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of said premises resulting in loss or injury to any tenant, licensee, employee or stranger, unless and until Assignee has taken physical possession of said premises.

Assignor covenants and represents that Assignor has full right to assign said leases and the rents, income and profits due or to become due thereunder, that the terms of said leases have not been changed from the terms of said leases as assigned by Assignee to Assignor; that no other assignment of interest therein has been made by Assignor; that there are no existing defaults under the provisions thereof known to Assignor; and that Assignor will not hereafter cancel, surrender or terminate any of said leases, exercise any option which might lead to such termination or change, alter or modify them or consent to the release of any party liable thereunder or to the assignment of the lessees' interest in them, other than in the ordinary, good faith course of managing and operating said premises, without the prior written consent of Assignee. Assignor shall enter no lease affecting said premises for a term of more than one (1) year without the prior written consent of Assignee.

Assignor hereby authorizes Assignee to give notice in writing of this Assignment at any time to any tenant under any of said leases.