

law, custom or use to the contrary notwithstanding. The exercise by the Assignee of the option granted it in this paragraph and the collection of the rents, income and profits, and the application thereof as herein provided, shall not be considered a waiver of any default by the Assignor under the Loan Agreement, Note, Mortgage or this Assignment.

3. The Assignee shall not be liable for any loss sustained by the Assignor resulting from the Assignee's failure to let the Real Estate after default or from any other act or omission of the Assignee in managing the Real Estate after default, unless such loss is caused by Assignee's willful misconduct and bad faith. Nor shall the Assignee be obligated to perform or discharge, nor does the Assignee hereby undertake to perform or discharge, any obligation, duty or liability under any assigned leases or under or by reason of this Assignment, and Red Roof shall, and does hereby agree to, indemnify the Assignee for and to hold the Assignee harmless from any and all liability, loss or damage which could be incurred under any assigned leases, or under or by reason of this Assignment, and from any and all claims and demands whatsoever. Should the Assignee incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Red Roof shall reimburse the Assignee therefor immediately upon demand; and upon Red Roof's failure to so perform, the Assignee may, at its option, declare all sums secured hereby immediately due and payable. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Real Estate upon the Assignee, nor for the carrying out of any of the terms and conditions in any assigned leases, nor