

6. The Assignee shall not be held liable or responsible for any loss or damage sustained, or alleged to have been sustained, by the Assignor which results out of the Assignee's failure or neglect to let, or lease, or underlet, or sublet the Subject Premises, or any part thereof, after default, or from any other act or omission, or claimed act or omission, of, or on the part of, the Assignee in managing, operating, leasing and maintaining the Subject Premises, after default, unless such actual loss is caused by the willful misconduct and bad faith of the Assignee; nor shall the Assignee be obligated to perform or discharge, nor does the Assignee hereby undertake or assume to perform or discharge, any obligation, duty, or liability on the part of the lessor or the Assignor under any Lease or under or by virtue of this Assignment, and the Assignor shall, and does hereby agree to, indemnify the Assignee for, and to save and hold the Assignee free and harmless from, any and all liability, loss, claims or damages which may or might be incurred or which may or might be claimed to have been incurred under any Lease, or under, or by reason of, this Assignment and from any and all claims and demands whatsoever which may or might be asserted against the Assignee by reason of any alleged obligations or undertakings on the part of the Assignee to perform or discharge any of the terms, covenants, conditions or agreements contained in any Lease. Should the Assignee incur any such liability under any Lease or under or by reason of this Assignment, or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fee shall be secured by this Assignment and the Assignor shall reimburse the Assignee therefor immediately upon demand and upon the failure of the Assignor so to do, the Assignee may, at its option, declare all of the Obligations secured hereby as immediately due and payable. And it is further understood that, under no circumstances, shall this Assignment operate to place any responsibility or liability for the care, control, leasing, management, operation, or repair of the Subject Premises, or any part thereof, upon the Assignee; nor for the carrying out of any of the terms, covenants, conditions or agreements of any Lease; nor shall it operate, directly or indirectly, to make the Assignee liable or responsible for any waste committed, or alleged to have been committed, on the Subject Premises by the tenants or by any other parties, or for any dangerous or defective condition of the premises, or for any negligence in the care, management, upkeep, operation, repair or control of the Subject Premises which results in any loss, or injury, or damages, or death, to any tenant, licensee, employee or stranger.

7. Upon the payment, in full, of all of the Obligations of the Assignor to the Assignee, this Assignment shall become null and void and of no further force or effect, but the affidavit, certificate, letter, or statement of any officer, agent or attorney of the Assignee showing that any part of the Obligations of the Assignor

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