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Assignor's right, title and interest in and to the trade name "Green Gate Office Park."

(14) The Assignor has assigned, transferred and set over and by these present does hereby assign, transfer, and set over unto the Assignee all warranties and guaranties on the improvements and personal property on the Premises, including, but not limited to, roofs, foundations, plumbing, heating, air conditioning and electrical systems, and all service contracts held by the Assignor pertaining to the Premises.

\* (15) The Assignor covenants and agrees that it will indemnify and hold the Assignee harmless from all liability, loss, damage or cost, including reasonable attorney's fees, which the Assignee may suffer or incur by reason of any act or cause of action occurring or accruing prior to the date hereof and arising out of the ownership and/or operation of the Premises by Assignor, including but not limited to, any sums due or claimed for unpaid utility services, labor, or materials utilized on the Premises, except for (a) any obligations expressly disclosed to the Assignee; or (b) any liability, loss, damage, cost or expense arising out of actions of the Assignee.

(16) The Assignee covenants and agrees that it will indemnify and hold the Assignor harmless from all liability, loss, damage, cost or expense, including reasonable attorney's fees, which the Assignor may suffer or incur by reason of any act or cause of action occurring or accruing as of the date of this instrument or subsequent thereto and arising out of the ownership and/or operation of the Premises by Assignee, except for (a) any obligations which are expressly retained by the Assignor pursuant to the terms and provisions of a written agreement with the Assignee, and (b) any liability, loss, damage, cost or expense arising out of the actions of the Assignor.

(17) This Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of

\*(paragraph 14(a) appearing on page 6 hereof is hereby added)

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