

8. Limitation on Assignee's Duties Indemnification. Prior to Assignee's actual entry and taking possession of the premises immediately affected by any Lease, this Assignment shall not operate to place responsibility upon Assignee for the condition, safety, control, care, management, or repayment of such premises. Nothing contained herein shall be construed to bind Assignee at any time to the performance of any of the terms or provisions contained in any Lease, or otherwise to impose any obligation on Assignee, including without limitation, any liability under any covenant of quiet enjoyment contained in any Lease if any Lease is terminated or any lessee dispossessed upon foreclosure of any of the Loan Documents. Assignor agrees to indemnify and hold Assignee harmless of any damages, including attorney's fees, which Assignee may incur under any Lease, or by reason of this Assignment, as well as any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking to be performed or discharged by Assignee under any such Lease or under or by reason of this Assignment.

9. Performance by Assignor. Assignor will perform both before and after any revocation by Assignee of the waiver contained in paragraph 7 above, all of Assignor's covenants, agreements, and obligations as lessor under the Leases, and will neither do nor fail to do anything which may result in any release of liability of any lessee or lease guarantor or the accrual of any right in any lessee to withhold any rent or other sum payable under the terms of any Lease. Assignor will give prompt notice to Assignee of any notice of default received from any lessee or from any other person and will furnish Assignee with copy of any such notice. If requested by Assignee, Assignor will enforce each Lease and all remedies available to Assignor against the lessee thereunder in the event of any default by such lessee.

10. Assignor's Negative Covenants. Assignor will not take any other or further Assignment of any Lease or of any interest therein, or of any of the rents payable thereunder. Assignor will not modify or amend the terms of any guaranty of any Lease or cancel or terminate any such guaranty, nor consent to the Assignment of any Lease, or any subletting thereunder, without prior written consent of Assignee.

11. Assignee's Right to Perform Defaulted Obligations. If Assignor fails to make any payment or to perform any act required of Assignor under the terms hereof, then Assignee may, but will not be obligated to, without notice to or demand on Assignor, and without releasing Assignor from any obligation under this Agreement, make the payment or perform the act in such a manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limitation, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of Assignor or Assignee, and performing or discharging any obligation, covenants, or agreement of Assignor under any Lease. In exercising any of such powers, Assignee may pay all necessary costs and expenses, employ counsel, and incur and pay reasonable attorney's fees. Any sum advanced or paid by Assignee for any such purpose shall be immediately due and payable to Assignee by Assignor, and shall bear interest from the date paid or advanced by Assignee until repaid by Assignor at the rate provided in the Note.