

4. Assignors agree to indemnify and hold Assignee harmless of and from any and all liability, loss or damage which Assignee may incur under said lease or by reason of this assignment, and of and from 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 said lease, or this assignment. Nothing herein contained shall be construed to bind Assignee to the performance of any of the terms and provisions contained in said lease, or otherwise to impose any obligation on Assignee. Prior to actual entry and taking possession of the premises by Assignee, this assignment shall not operate to place responsibility for the control, care, management or repair of said premises upon Assignee, nor for the carrying out of any of the terms and provisions of said leases. Should Assignee incur any liability mentioned in this paragraph, or loss or damage under said leases and agreements, or under or by reason of this assignment, or in the defense of any such claims or demands, Assignors shall immediately upon demand reimburse Assignee for the amount thereof, including costs and expenses and reasonable attorney's fee, and Assignee may retain possession and collect the rents, income and profits, and, from time to time, apply them in or toward satisfaction of or reimbursement for said loss or damage.

5. Assignors represent that they are now the absolute owners of the said existing lease, with full right and title to assign the same and the rents, income and profits due or to become due thereunder; that said leases and agreements are valid and in effect; that there is no outstanding assignment or pledge thereof or of the rents, income and profits due or to become due thereunder; and that there are no existing defaults under the provisions thereof and that no rents, income or profits payable thereunder have been or will hereafter be anticipated or discounted. Assignors covenant not to cancel, surrender or terminate said lease or change, alter or modify the same, either to reduce the amount of said rents, income

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