

(b) Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Subject Property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this Agreement be for the exclusive benefit of the parties hereto and their successors and assigns and that nothing herein, express or implied, shall confer upon any person, other than the parties hereto and their heirs, administrators, legal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement.

(c) Notwithstanding anything contained in this Agreement or in Section 12 (a) hereof to the contrary, any landlord under a net lease imposing full responsibility for the performance of the provisions of this Agreement on the tenant thereunder (or assignee of such landlord), the Parties hereto, any mortgagee or trustee under a deed of trust and all their respective successors or assigns, shall only be liable and responsible for the obligations, covenants, agreements and responsibilities of this Agreement and any judgment rendered hereon to the extent and only to the extent of their interest in the Subject Property subject to any first mortgages thereon, and shall not be personally liable beyond their interests in the land and improvements.

13. Effect of Agreement. The Parties do hereby expressly agree and provide that each and every deed, transfer, lease, assignment, conveyance, contract, instrument, mortgage, deed of trust, lien or encumbrance or other document affecting any portion of the Subject Property shall at all times be subject to the