

14. ACCOUNTING: Upon request of Assignee, Landlord shall furnish Assignee with an accounting for Rents collected within three months after the close of each fiscal year of Landlord under the Mortgage.

15. INDEMNITY: Landlord agrees to indemnify and hold the Assignee harmless of and from any and all liability, loss or damage which Assignee may incur under a 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 a 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 a lease, or otherwise to impose any obligation on Assignee.

Prior to actual entry and taking possession of the Property by Assignee, this Assignment shall not operate to place responsibility for control, care, management or repair of the Property upon Assignee, nor for the carrying out of any of the terms and provisions of a lease.

Should Assignee incur any liability mentioned in this section, or loss or damage under a lease or under or by reason of this Assignment, or in the defense of any such claims or demands, Landlord 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.

16. SUCCESSORS: This Assignment shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto. Assignee may assign Assignee's rights under this Assignment subject to the provisions hereof to any person of Assignee's choosing and such third party shall have all the powers and rights of Assignee hereunder.

0438

4328 RV-2