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true copies of each agreement or letter effecting the renewal, amendment or modification of any Assigned Lease;

5. Indemnification.

5.1 The Assignor hereby agrees to indemnify and hold the Assignee harmless (a) against and from any and all liability, loss, damage and expense, including reasonable attorneys' fees which it may or shall incur under or in connection with any of the Assigned Leases, or by reason of any of the Obligations, or by reason of any action taken by the Assignee under any of the Obligations (including without limitation any action which the Assignee in its discretion may make to protect its interest in the Mortgaged Premises, including without limitation, the making of advances and the entering into of any action or proceeding arising out of or connected with the Assigned Leases or the Obligations), and (b) against and from any and all claims and demands whatsoever which may be asserted against the Assignor by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants and conditions contained in any of the Assigned Leases.

5.2 Should the Assignee incur any such liability, loss, damage, or expense, the amount thereof, together with interest thereon at the rate of ten percent (10%) per annum, shall be payable by the Assignor to the Assignee, immediately upon demand, or at the option of the Assignee, the Assignee may reimburse itself therefor out of any rents, issues or profits of the Mortgaged Premises collected by the Assignee.

5.3 Nothing contained herein shall operate or be construed to obligate the Assignee to perform any of the terms, covenants or conditions contained in any Assigned Lease, or to take any measures, legal or otherwise, to enforce collection of any of said rents or other payments, or otherwise to impose any obligation upon the Assignee with respect to any of said leases, including, but not limited to, any obligation arising out of any covenant of quiet enjoyment therein contained, in the event that any lessee shall have been joined as a party defendant in any action to foreclose the Mortgage and the estate of such lessee shall have been thereby terminated.

5.4 Prior to actual entry into any taking possession of the Mortgaged Premises by the Assignee, this Assignment shall not operate to place upon the Assignee any responsibility for the operation, control, care, management or repair of the Mortgaged Premises, and the execution of this Assignment by the Assignor shall