

of Assignors in the Leases; and Assignors covenant and agree that they will faithfully perform all of the obligations imposed under any and all of the Leases and hereby agree to indemnify Assignee and to hold it harmless from any liability, loss or damage which may or might be incurred by it under said Leases or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the mortgaged premises, or parts thereof, upon Assignee nor shall it operate to make Assignee liable for the carrying out of any of the terms and conditions of any of the Leases, or for any waste of the mortgaged premises or for any negligence in the management, upkeep, repair or control of said premises resulting in loss or injury or death to any lessee, licensee, employee or stranger.

5. Assignors hereby represent and warrant that as to those properties set forth opposite their names on Schedule A and more fully described in Schedule B they own the entire lessor's interest in each existing Lease assigned hereby.

6. Upon request, Assignors agree to deposit with Assignee true and correct copies of such Leases as may be designated by the Assignee from time to time.