

Agreement; provided, however, that the foregoing indemnity shall not be enforceable by any obligee or any entity claiming by, through or under such obligee with respect to the Agreement.

Assignor agrees to hold Assignee harmless from any expenses, claim, liability or other matter, including reasonable attorneys' fees, relating to the period through the date hereof with respect to the Agreement.

Each of the parties hereto agrees to execute such documents as may be reasonably requested by any other party hereto to carry out more fully the intent hereof.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Pursuant to Agreement effective July 1, 1978, Monumental Corporation transferred to Assignor its interest in the property conveyed herein. Monumental Corporation joins in this assignment for the sole purpose of conveying all its legal right, title and interest described herein and expressly disclaims all liability as an assignor hereunder. By acceptance of this assignment, Assignee agrees to such exclusion of liability on the part of Monumental Corporation. Assignor's liability hereunder is limited to the extent of its interest in the property immediately prior to the Closing as such terms are defined in the Purchase Agreement dated as of November 1, 1979 between the Assignor and Corporate Property Investors.

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