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trust funds and as such are to be received by Seller in trust and paid to Buyer forthwith. Seller will, upon the request of Buyer, sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will pay over to Buyer such refund or rebate as received by Seller. Seller further agrees on request of Buyer at any time, and from time to time, but without cost to Seller, to make application individually, (if legally required) or to join in Buyer's application (if legally required) for separate tax assessments for such portions of the properties as Buyer shall at any time, and from time to time, designate.

(d) Seller appoints Buyer the attorney-in-fact of Seller for the purpose of making all payments to be made directly by Buyer pursuant to any of the provisions of this Agreement to persons or entities other than Seller and New York Life Insurance Company or the holder of the New York Life Note and Mortgage. In case any person or entity to whom any sum is directly payable by Buyer under any of the provisions of this Agreement shall refuse to accept payment of such sum from Buyer, Buyer shall thereupon give written notice of such fact to Seller and shall pay such sum directly to Seller at its address hereinafter identified and Seller shall thereupon pay such sum to such person or entity.

7. Indemnity. (a) Buyer shall indemnify and save harmless Seller from and against any and all losses, liabilities, damages, penalties, judgments, costs or expenses

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