

of any kind or nature whatsoever which may be imposed on, incurred by or asserted against Mortgagee or the Banks in any way relating to or arising out of this Agreement other than in connection with any of the foregoing resulting from the gross negligence or willful misconduct of Mortgagee or the Banks.

Section 10.03. This Agreement shall terminate when all obligations under the Loan Agreement and this Agreement have been fully paid and performed, at which time Mortgagee shall (except as otherwise provided in Section 7.02(d)) reassign and deliver to the Trust, against receipt, all Collateral in which Mortgagee shall have any interest hereunder or which shall then be held by Mortgagee or in its possession and, if requested by the Trust, shall execute and deliver to the Trust for filing in each office in which any financing statement relating to the Collateral hereunder, or any part thereof, shall have been filed, termination statements under the Uniform Commercial Code and satisfactions of mortgages or deeds of trust releasing Mortgagee's interest therein, all without recourse to or warranty, representation or agreement by Mortgagee and at the cost and expense of the Trust.

Section 10.04. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 10.05. All notices, requests, demands or other communications to or upon the parties hereto shall be deemed to have been given or made when deposited in the mails, postage prepaid, or, in the case of telex, telegraphic or cable notice, when delivered to the telex, telegraph or cable company or in the case of telex notice sent over a telex owned or operated by a party hereto, when sent, addressed to the Trust or Mortgagee, as the case may be, at their respective addresses shown opposite their signatures hereto or at such other address as any of the parties hereto may hereafter specify in writing to the other, except that any communication with respect to a change of address shall be deemed to be given or made when received by the party to whom such communication was sent. No other method of giving notice is hereby precluded.

Section 10.06. No provision of this Agreement may be changed, waived, discharged or terminated except by agreement in writing, signed by the Trust and Mortgagee and approved by the Banks.

Section 10.07. This Agreement, and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of the Trust, Mortgagee and the Banks and their respective successors and assigns (and any reference in this Agreement to any of them shall include their respective successors and assigns), except that the Trust shall not be permitted to assign this Agreement or any interest herein without the prior written consent of Mortgagee and the Banks.