

forth herein by providing written notice of appointment to all parties listed in Schedule C attached hereto. The withdrawal of the Agent and appointment of a new Agent shall be accomplished by execution of an amendment to this Agreement which substitutes the new Agent for the existing Agent and requires the existing Agent to provide the substitute Agent with copies of all books and records relative to the performance of the obligations imposed upon the Agent hereunder.

9. The Mortgagor and Mortgagee acknowledge and agree that except for the discharge of its express duties and obligations as set forth herein, the Agent shall have no liability or obligation to any party and shall not be obligated to undertake any collection activities or otherwise enforce any provisions of the Notes and/or Mortgage. The Mortgagor and Mortgagee agree to hold harmless and indemnify the Agent from all claims or causes of action of any nature arising out of or related to the performance of the obligations of the Agent under this Agreement so long as the Agent has complied with the terms and conditions hereof.

10. None of the provisions contained in this Agreement shall require the Agent to use or advance its own funds<sup>or</sup> otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder.

11. The Agent shall be entitled to reimbursement for all out-of-pocket and other direct expenses incurred in connection with the performance of its obligations under this Agreement and to a per annum fee which shall be subject to agreement between