

2. (a) Assignor hereby agrees to indemnify and hold Assignee harmless from and against any and all losses incurred by Assignee as a result of claims brought against Assignee, as Assignor's successor in interest under the Lease, relating to causes of action arising from a breach of the Lease and the obligations of the Lessee thereunder occurring prior to the date hereof.

(b) Assignee hereby agrees to indemnify and hold Assignor and any guarantors ("Guarantors") of Assignor's obligations under the Lease harmless from and against any and all losses incurred by Assignor or any Guarantors as a result of claims brought against Assignor, as Assignee's predecessor in interest under the Lease, or any Guarantors, relating to causes of action arising from a breach of the Lease and the obligations thereunder occurring on or after the date hereof.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Lease as of

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