

RESPECT AS OF THE DATE SUCH REPRESENTATION OR WARRANTY WAS MADE; (H) ANY CLAIM BY BROKERS, FINDERS OR SIMILAR PERSONS CLAIMING TO BE ENTITLED TO A COMMISSION IN CONNECTION WITH ANY LEASE OR OTHER TRANSACTION INVOLVING THE TRUST PROPERTY OR ANY PART THEREOF UNDER ANY LEGAL REQUIREMENT OR ANY LIABILITY ASSERTED AGAINST ANY INDEMNIFIED PARTY WITH RESPECT THERETO; AND (I) ANY AND ALL CLAIMS AND DEMANDS WHATSOEVER WHICH MAY BE ASSERTED AGAINST ANY INDEMNIFIED PARTY BY REASON OF ANY ALLEGED OBLIGATIONS OR UNDERTAKINGS ON SUCH PARTY'S PART TO PERFORM OR DISCHARGE ANY OF THE TERMS, COVENANTS, OR AGREEMENTS CONTAINED IN ANY LEASE. HOWEVER, NOTHING HEREIN SHALL BE CONSTRUED TO OBLIGATE TRUSTOR TO INDEMNIFY, DEFEND AND HOLD HARMLESS ANY INDEMNIFIED PARTY FROM AND AGAINST ANY AND ALL LOSSES IMPOSED ON OR INCURRED BY ANY INDEMNIFIED PARTY BY REASON OF SUCH PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. EACH AND ALL OF THE REPRESENTATIONS, COVENANTS, AGREEMENTS, AND INDEMNITIES MADE OR GIVEN BY TRUSTOR IN THIS DEED OF TRUST SHALL SURVIVE THE PAYMENT IN FULL OF THE DEBT, A DEFEASANCE PERMITTED BY THIS DEED OF TRUST, A PROPERTY TRANSFER PERMITTED BY THIS DEED OF TRUST, THE TERMINATION OR RELEASE OF THIS DEED OF TRUST BY BENEFICIARY, AND THE EXERCISE BY BENEFICIARY OF ANY OF ITS RIGHTS OR REMEDIES HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT, INCLUDING, BUT NOT LIMITED TO, THE ACQUISITION OF THE TRUST PROPERTY BY FORECLOSURE OR CONVEYANCE IN LIEU OF FORECLOSURE.

(b) As used in this Deed of Trust, the term (i) "Indemnified Parties" means Beneficiary, Trustee, any officers, directors, shareholders, partners, members, employees, agents, attorneys, servants, representatives, contractors, subcontractors, Affiliates or subsidiaries of Beneficiary, and Trustee, and the heirs, legal representatives, successors and assigns of Beneficiary, and Trustee (including, without limitation, any successors by merger, consolidation or acquisition of all or a substantial portion of an Indemnified Party's assets and business), in all cases whether during the term of the Loan or as part of or following a foreclosure of the Loan; and (ii) the term "Losses" means any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, demands, causes of action, damages, losses, costs, expenses, fines, penalties, charges, fees, judgments, awards and amounts paid in settlement of whatever kind or nature (including but not limited to attorneys' fees and other costs of defense).

(c) Upon written request by any Indemnified Party, Trustor shall defend such Indemnified Party (if requested by any Indemnified Party, in the name of the Indemnified