

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### **WAIVER OF OBLIGATIONS REGARDING INDEMNIFICATION OBLIGATIONS**

Pursuant to the terms of certain recorded restrictions against the property known as and described more particularly as \_\_\_\_\_, \_\_\_\_\_, CA, \_\_\_\_\_, more formally described in Exhibit "A" attached hereto (the "Property"), including, without limitation, that certain document recorded as Instrument No. \_\_\_\_\_ ("Agreement"), the Indemnitor under the Agreement, and its successors and assigns, have certain indemnification obligations associated with use and maintenance of the Property (the "Indemnification Obligations").

Notwithstanding the foregoing, the \_\_\_\_\_ (the "Indemnitee") agrees that if the United States Small Business Administration ("SBA") shall obtain title to the Property by foreclosure, trustee's sale, deed in lieu or otherwise, as a result of the exercise of remedies associated with the lien of any mortgage or deed of trust made in good faith and for value, the Indemnitee shall waive such Indemnification Obligations as to the SBA only, but such Indemnification Obligations shall be binding upon and effective against any subsequent purchaser of the Property or any interest therein.

INDEMNITEE

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_