

shall have the right to purchase the Premises or any part thereof or interest therein or in any net award or net proceeds as defined in the Lease pursuant to any provision of the Lease to execute and deliver, as attorney-in-fact of the Assignor, an appropriate deed therefor and any other instruments necessary to such conveyance or sale, and to perform all other necessary or appropriate acts as such attorney-in-fact, with respect to any such offer of purchase and conveyance, and the right to make all waivers and agreements, give all notices, consents and releases and other instruments, to take such action upon the happening of a default under the Lease, including the commencement, conduct and consummation of proceedings at law or in equity, as shall be permitted under any provision of the Lease or by law, and to do any and all other things whatsoever which the Assignor or any lessor of the Premises is or may become entitled to do under the Lease.

2. Said assignment is executed only as collateral security, and the execution and delivery hereof shall not impair or diminish the obligations of the Assignor under the Lease, nor shall any of such obligations be imposed upon the Assignee. Upon the payment of the principal of and all unpaid interest on the Notes and of all other sums payable under the Notes, the Mortgage and the Agreement and the performance and observance of the provisions thereof and hereof, said assignment and all rights herein assigned to the Assignee and all obligations hereunder of the parties hereto which have not theretofore arisen shall terminate and all the estate, right, title and interest of the Assignor in, to and under the assigned property shall revert to the Assignor.

3. The Assignor and the Lessee represent to the Assignee that the Lease is in full force and effect according to its terms and is not in default, and the Assignor represents that the Assignor has not executed any other assignment of the Lease or of the subject matter of the assignment hereby made to the Assignee.

4. The Assignor hereby designates the Assignee to receive and examine all notices, demands, documents, offers and other communications, and to receive all rents and other payments of every kind and nature, and all tenders and all security, which the Lessee is required or permitted to give, make, pay or deliver to or serve upon the lessor under the Lease, and directs the Lessee to remit or deliver directly to the Assignee at its address set forth above, all rents and other moneys and security now or hereafter due or receivable by the lessor under the Lease; and the Assignor directs the Lessee to deliver to the Assignee, at its address set forth above, all notices, demands, statements, offers, documents and other communications given or made by the Lessee pursuant to the Lease, provided, however, that a copy of all such notices, demands, statements, offers, documents and other communications shall be sent to Assignor at its address set forth above.

5. The Assignor agrees that said assignment and the designation and directions hereinabove set forth are irrevocable, and that it will not, while said assignments, designation and directions are in effect or thereafter until the Lessee has received from the Assignee notice of the termination thereof,

(CONTINUED ON NEXT PAGE)