

Rents accrued but unpaid and in arrears at the date of such default, as well as the Rents thereafter accruing and becoming payable during the period of the continuance of the said or other default; and to this end, Assignor further agrees that it will facilitate in all reasonable ways the Assignee's collection of said Rents, and will, upon request by the Assignee execute a written notice to each tenant directing the tenant to pay Rent to said Assignee.

2. Assignor also hereby authorizes Assignee upon such entry, at its option, to take over and assume the management, operation and maintenance of the said premises and to perform all acts necessary and proper and to expend such sums out of income of the premises as may be needed in connection therewith, in the same manner and to the same extent as Assignor theretofore might do, including the right to effect new agreements and/or leases, to ~~XXXXXX~~ surrender existing agreements and/or leases, to alter or amend the terms of existing agreements and/or leases, to renew existing agreements and/or leases, and/or to make concessions to tenants; and Assignor hereby releases all claims of any kind or nature against Assignee arising out of such management, operation and maintenance, excepting the liability of Assignee to account as herein-after set forth.

3. Assignee shall, after payment of all proper charges and expenses, including reasonable compensation to such Managing Agent as it shall select and employ, and after the accumulation of a reserve to meet requisite amounts, credit the net amount of the income received by it from the premises by virtue of this assignment to any amounts due and owing to it by the Assignor under the terms of the Debt Instruments, but the manner of the application of such net income and what items shall be credited shall be determined in the sole discretion of the Assignee. The Assignee shall not be accountable for more monies than it actually received from the premises; nor shall it be liable for failure to collect Rents. Assignee shall make reasonable effort to collect Rents, reserving, however, within its own sole discretion, the right to determine the method of collection and the extent to which enforcement of collection of Rents shall be prosecuted, and Assignee's judgment shall be deemed conclusive and reasonable.

4. In the event, however, that Assignor shall reinstate the loan completely in good standing, having complied with the terms, covenants and conditions of the said Debt Instrument, then Assignee within one month after demand in writing shall redeliver possession of the premises unless and until another default occurs, at which time Assignee may at its option again take possession of the premises under the authority of this instrument.

5. Assignor hereby covenants and warrants to the Assignee that neither it nor any previous owner has executed any prior assignment or pledge of the landlord's interest in any lease of the whole or any part of the premises or of any contract nor has it made a conditional or unconditional Assignment of Rents, Profits and Income; and Assignor also hereby covenants and agrees not to collect Rents of the said premises in advance, other than as required to be paid in advance by the terms of any rental agreement, and further agrees not to do any act which would destroy or impair the benefits to Assignee of this assignment.

6. It is not the intention of the parties hereto that an entry by Assignee upon the premises under the terms of this instrument shall constitute the said Assignee a party in possession in contemplation of the law, except at the option of Assignee.