

that its said attorney or its substitute shall lawfully do or cause to be done by virtue hereof:

- (a) manage and operate the Mortgaged Premises or any part thereof;
- (b) lease any part or parts thereof for such periods of time, and upon such terms and conditions as the Assignee may, in its sole discretion, deem proper;
- (c) enforce, cancel or modify any of the Assigned Leases;
- (d) demand, collect, sue for, attach, levy, recover, receive, compromise and adjust, and make, execute and deliver receipts and releases for all rents, issues, profits and other amounts that may then be or may thereafter become due, owing or payable with respect to the Mortgaged Premises or any part thereof from any present or future lessees, tenants, subtenants or occupants thereof;
- (e) institute, prosecute to completion or compromise and settle, all summary proceedings, actions for rent or for removing any and all lessees, tenants, subtenants or occupants of the Mortgaged Premises or any part or parts thereof;
- (f) enforce or enjoin or restrain the violation of any of the terms, provisions and conditions of any lease or leases, now or hereafter affecting the Mortgaged Premises or any part thereof;
- (g) make such repairs and alterations to the Mortgaged Premises as the Assignee may, in its reasonable discretion, deem proper;
- (h) pay, from and out of rents, issues and profits collected in respect to the Mortgaged Premises or any part thereof, or from or out of any other funds, the rent and all other charges required to be paid under any ground lease on which the Mortgage may constitute a lien, any taxes, assessments, water rates, sewer rates, or other government charges levied, assessed or imposed against the Mortgaged Premises, or any portion thereof, and also any and all other charges, costs and expenses which it may be necessary or advisable for the Assignee to pay in the management or operation of the Mortgaged Premises, including (without limiting the generality of any rights, powers, privileges and authority hereinbefore or hereinafter conferred) the costs of such repairs and alterations, commissions for renting the Mortgaged Premises or any portions thereof and legal expenses in enforcing claims, preparing papers or for any other services that may be required; and
- (i) generally, do, execute and perform any other act, deed, matter or thing whatsoever that ought to be done, executed and performed in and about or with respect to the Mortgaged Premises, as fully as the Assignor might do, provided, however, that any action, or failure or refusal to act, by the Assignee under this subparagraph 2.2 shall be at its election and without any liability on its part.

2.3 The Assignee shall apply the net amount of rents, issues and profits received by it from the Mortgaged Premises, after payment of all proper costs and charges (including any liability, loss, expense or damage hereinafter referred to in Paragraph 5 hereof), first to the payment, when due, of the installments of interest payable under the Note and thereafter to the payment of principal thereunder. Any of such funds remaining after such application shall be paid as soon as reasonably practicable by the Assignee to the Assignor or paid over to such persons as the Assignor may designate to the Assignee in writing.

2.4 The Assignee shall be accountable to the Assignor only for monies actually received by the Assignee pursuant to this Assignment and the acceptance of this Assignment shall not constitute a satisfaction of any indebtedness, liability