

Assignee, without notice to the Assignors, may at its option collect all rents, income, revenues, issues, profits and other sums payable to the Assignors under the Leases. Assignor hereby authorizes Assignee to give notice in writing of this Assignment at any time to any lessee under any of the Leases and at any time after the date of this Assignment, upon written notice of Assignors' default under the Mortgage or the Assumption Agreement given by the Assignee to any lessee by certified mail return receipt requested, all rentals payable after the date of the notice and all agreements and covenants thereafter to be performed by the lessee shall be paid and performed by the lessee directly to the Assignee.

3. Anything to the contrary notwithstanding, Assignor hereby assigns to Assignee, in any bankruptcy, insolvency or re-organization proceeding after the date of this Assignment involving any of the lessees under the Leases, all amounts received or awarded as or in lieu of rent, which amounts shall be used to pay any remaining outstanding balance under the Mortgage, and all other amounts awarded to Assignor for expenses incurred and paid by Assignee under the Mortgage, the Assumption Agreement or this Assignment. Assignor hereby appoints Assignee as its irrevocable attorney-in-fact to appear in said proceedings to collect any of the monies referred to in the previous sentence. This paragraph does not limit any other remedies which the Assignor may have.

4. Assignee shall be under no obligation to press any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements