

course of business, waive, excuse, condone or in any manner release or discharge any tenant under any of said leases, (iii) except in the ordinary course of business, disaffirm, cancel, terminate or consent to any surrender of any of said leases, except in the event of a default under, or as permitted by the terms of, said leases, or (iv) except in the ordinary course of business, modify, extend or in any way alter the terms of said leases, so as to reduce or diminish or postpone the payments of any rents, incomes or profits thereunder.

Assignor, in the event of default in the performance of any of the terms and conditions of said Note, Mortgage and Security Agreement, hereby authorizes Assignee, at its option, to enter and take possession of the Mortgaged Premises and to manage and operate the same, to collect all or any rents accruing therefrom and from said leases, to let or relet the Mortgaged Premises or any part thereof, to cancel and modify leases, evict tenants, bring or defend any suits in connection with the possession of the Mortgaged Premises, in its own name or Assignor's name, make repairs as Assignee deems appropriate, and perform such other acts in connection with the management and operation of the Mortgaged Premises as Assignee, in its discretion, may deem proper.

The receipt by Assignee of any rents, issues or profits pursuant to this instrument after the institution of foreclosure proceedings under said Mortgage shall not cure such default nor affect such proceedings or any sale pursuant thereto.

Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of said leases, and Assignor hereby agrees to indemnify Assignee for, and to save Assignee harmless from, any and all liability arising from any of said leases or from this Assignment and this Assignment shall not place responsibility for the control, care, management or repair of the Mortgaged Premises upon Assignee, or make Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Mortgaged Premises resulting in loss or damages or injury or death to any tenant, licensee, employee or stranger; provided, however, the aforesaid indemnity and save harmless of Assignor shall not apply to any liability caused by Assignee's willful misconduct occurring while Assignee has actual possession of the Mortgaged Premises and is operating same pursuant hereto, upon foreclosure or otherwise.

In the event of a default by Assignor with respect to its obligations under the Note, Mortgage and Security Agreements, Assignee is hereby authorized to give notice in writing of this Assignment to any tenant under any of the said leases. No such notice shall be given in the absence of such default.

Violation of any of the covenants, representations, and provisions contained herein by Assignor shall be deemed a default hereunder and under the terms of said Note, Mortgage and Security Agreement.

Any expenditures made by Assignee in curing a default under any of the leases assigned herein on Assignor's behalf, with interest thereon at the highest rate for which it is now lawful to contract, shall become part of the debt secured by the Mortgage.

The full performance of said Mortgage and the duly recorded release or reconveyance of the property described therein shall render this Assignment void.

To the extent of any inconsistencies between this instrument and the Mortgage executed by Assignor in favor of Assignee of even date herewith, the Mortgage shall control.

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