

with respect to the payments of principal and/or interest due on the Note, or in the performance of any other obligations or covenant under the Note and/or Mortgage (herein called "Default"), but this permission terminates automatically on the occurrence of a Default.

5. RIGHTS ON DEFAULT - POSSESSION. In the event of Default, and such Default continues for a period of ten (10) days after notice thereof to Capital whether before or after the Note is declared to be due and payable, or whether before or after the institution of any proceedings to foreclose the lien of the Mortgage, or whether before or after the entry of any decree of sale or deficiency in said proceedings, Capital will, upon demand, surrender to Wildaire and Wildaire shall be entitled to take possession of the Property, including its books and records and Landlord's furniture, appliances, equipment and other appurtenances.

The tenants thereof are hereby authorized to make the payments due under the terms of their lease, whether written or oral, in accordance therewith, without requiring proof of any such Default.

A breach or default of any of the terms, provisions, conditions or covenants of this Assignment which continues for a period of ten (10) days shall constitute a default under the Mortgage, and at the option of Wildaire, and without notice to Capital, all unpaid indebtedness secured by the Mortgage shall become immediately due and payable.

6. OPERATION AND MANAGEMENT. After having taken possession as aforesaid, without any limitation of any of the rights of Wildaire, Wildaire may in its own name, as Assignee, operate and manage the Property by its officers, agents or employees, and shall be entitled to collect and receive all Rents due therefrom. Wildaire may use such measures as it may deem necessary or proper to enforce the payment of such Rents to secure possession of any part of the Property and bring or defend any legal action in connection with the Property as it may deem proper. Wildaire may, from time to time, make all necessary or proper repairs, replacements, and alterations to the Property as it may deem judicious. Wildaire may insure and reinsure the same and may execute documents directly related to the operation and management of the Property in Capital's name. Wildaire may lease the Property or any part or parts thereof for such periods and on such terms as Wildaire may deem fit, including leases for terms expiring after the maturity of the Note. Wildaire may cancel or alter any lease for any cause which would entitle Capital to cancel or alter such lease.