

signee all of said Property and all Leases to the extent that Assignor's license with respect thereto has been terminated, and in such case the Assignee shall be automatically entitled to take immediate possession of said Property and all Leases to the extent of such license termination. Should the license granted in this Assignment be terminated in whole or in part by Assignee following the occurrence of a default in any of the Loan Documents or a default or alleged default by the lessor in any of the Leases, then such license or portion thereof may from time to time thereafter be granted by Assignee in writing subject to the terms, covenants and conditions specified herein, but Assignee shall not in any eventuality be required to grant such license or part thereof.

- B. Regardless of whether Assignee takes possession of such Property, in the event the license granted herein is terminated with respect to Assignor's right to collect the Income pursuant hereto, the tenants in possession of said Property or any part thereof and all others indebted to Assignor for any of the Income are hereby authorized and directed to make the payments due under the terms of their Leases, whether written or oral, or other evidences of indebtedness, whether written or oral, to Assignee in accordance herewith and without requiring any legal action or proof of any such default or alleged default or license termination.
- C. Assignee is hereby irrevocably designated as Assignor's attorney-in-fact, coupled with an interest, but only to the extent Assignee so elects in writing from time to time, (i) to collect, receive, sue for, attach, levy and apply said Income without taking possession of said Property, (ii) to control, operate and manage at the expense of Assignor said Property and to exercise, enforce, perform and protect any or all rights and obligations of the lessor in the Leases (including the curing of any or all Lease defaults or alleged defaults) or such part of the foregoing Property, Leases or matters as Assignee shall specify in writing and (iii) to exercise, enforce, perform and protect any or all other rights, titles and interests which are granted Assignee herein or granted in any one or more of the other Loan Documents. More specifically, but without limiting in any way the immediately preceding sentence, Assignee shall in the event of such a default or alleged default be entitled to collect, receive, sue for, attach, levy and apply all of said Income as herein authorized and may (a) use such measures as Assignee may deem necessary or desirable to enforce the payment of such Income or, in the event option 1C(ii) above is elected, to secure possession of any part of said Property or Leases, (b) institute, conduct or defend any legal action in connection with said Loan Documents, Property or Leases as Assignee may deem necessary or desirable, (c) from time to time, make any or all repairs, replacements or alterations to said Property as Assignee may deem necessary or desirable, (d) insure or reinsure the Property on such terms as Assignee shall deem necessary or desirable, (e) lease said Property or any part or parts thereof in such parcels and for such periods and on such terms as Assignee deems desirable, including leases for terms expiring after the maturity of the indebtedness evidenced or secured by any of the Loan Documents, (f) cancel or modify any Lease for any cause which would entitle the Assignor to cancel or modify same and (g) take whatever measures Assignee from time to time deems necessary or desirable to exercise, enforce, perform or protect Assignee's rights, titles or interests in any or all of said Loan Documents.