

situated thereon, to Lender or its designee. Thereafter, any expenses, including, without limitation, rent, incurred by Lender in connection with its entry upon and possession of the Leased Premises and the aforesaid appurtenances thereto and improvements thereon shall be deemed to constitute advances under the Note, whether or not this creates an over-advance thereunder. To facilitate the exercise of the foregoing rights and remedies by Lender, Borrower hereby irrevocably designates and appoints Lender as its true and lawful attorney-in-fact, for and in the name of Borrower, to execute such documents and do all such other things as Lender deems necessary or desirable to carry out the terms and provisions of this Assignment.

4. Borrower further acknowledges and agrees that nothing contained herein shall obligate or be construed to obligate Lender to perform any of the terms, covenants or conditions contained in the Lease or otherwise to impose any obligation upon Lender with respect thereto and that Borrower shall be and remain solely and completely liable for the performance of its obligations as lessee under the Lease, whether Lender has declared this Assignment to be absolute and unconditional, or otherwise.

5. As an additional right and remedy of Lender, Borrower hereby agrees that, upon the occurrence of any default by Borrower under the Lease, Lender may, but shall not be obligated to, cure such default in which event any sums expended by Lender in such cure shall be deemed to be advances under the Note, whether or not this creates an over-advance thereunder. To facilitate the foregoing, Borrower agrees to notify

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