

the Assignor or in the name of the Assignee and either in its own name or in the name of the Assignor, to institute, prosecute, settle, or compromise any summary or legal proceedings for the recovery of such rents, profits, or to recover the whole or any part of the premises, and to institute, prosecute, settle, or compromise any other proceedings for the protection of the premises, for the recovery of any damages done to the premises, or for the abatement of any nuisance thereon, also the power to defend any legal proceedings brought against the Assignor or against the owners arising out of the operation of the premises.

The Assignee shall have the power to lease or rent the premises, or any part thereof, to employ an agent to rent and manage the premises, to make any changes or improvements thereon or therein deemed by it necessary or expedient for the leasing or the renting of the premises, to keep and maintain the premises in a tenantable and rentable condition, as well as in a good state of repair, and to purchase all equipment or supplies necessary or desirable in the operation and maintenance of the premises and to pay for all gas, electricity, power, painting, repairs and wages of employees, and other items for the maintenance of the premises, to pay interest or principal with respect to any deed of trust (mortgage) on the premises now due or to become due, taxes, assessments, water and sewerage rates, and meter charges now due and unpaid or which may hereafter become due and a charge or lien against the premises, and to pay the principal of the note and deed of trust (mortgage) herein described, now due or hereafter to become due, and the interest thereon, now due or hereafter to become due, and to pay the premiums on all policies of insurance now or hereafter effected by the Assignee and to comply with orders of any governmental department having jurisdiction against the premises, and to remove any mechanic's liens, security interests, or other liens against the premises, and, in general, to pay all charges and expenses incurred in the operation of the premises.

The Assignee shall have the authority to pay the cost of all the matters herein mentioned out of the rents and other revenues received from the premises and the cost of any of such expenditures and of any payments which may be made by the Assignee under any of the provisions of this agreement, including expenses and charges for counsel fees, shall be charged to the Assignor and for all purposes be deemed secured hereby and they may be retained by the Assignee out of the rents of the premises.

The Assignee shall in no way be liable for any act done or anything omitted by it but shall be liable only to account for all monies that it may receive hereunder, and nothing herein contained shall be construed as to prejudice its rights to institute or to prosecute any proceedings to foreclose the deed of trust (mortgage) herein mentioned, or to enforce any lien on any other collateral which the Assignee may have, or prejudice any right which the Assignee may have by reason of any default, present or future, under the terms of the deed of trust (mortgage).

The Assignor hereby assigns, transfers and sets over to the Assignee all leases or subleases made to the various tenants in the building, and all their right, title and interest therein, hereby authorizing and empowering the Assignee to continue present leases, or to determine any part of said premises for a period of not greater than ten years, and upon such terms and conditions as the Assignee may deem just and proper, and, if necessary, to execute, acknowledge, and deliver any and all instruments in writing necessary to effectuate this agreement. The Assignee shall have full power and authority to do and perform all acts or things necessary and requisite to be done in and about the

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