

shall be collected or accepted without the prior written consent of Assignee.

Assignor, in the event of default beyond any applicable grace period in the performance of any of the terms and conditions of the Note or Mortgage, hereby authorizes Assignee, at its option, to enter and take possession of the Property and to manage and operate the same, to collect all or any rents accruing therefrom and from such leases, to collect all or any sums due or becoming due under such guaranties and surety agreements, to let or re-let the Property or any part thereof, to cancel and modify leases, guaranties and surety agreements, evict tenants, bring or defend any suits in connection with the possession of the Property 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 Property 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 or sale proceedings under the Mortgage shall not cure such default or 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 such leases, and Assignor hereby agrees to indemnify Assignee for, and to save it harmless from any and all liability arising from any of such leases, guaranties, surety agreements or from this assignment, and this assignment shall not place responsibility for the control, care, management or repair of the Property upon Assignee, or make Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or other person.

Assignor covenants and represents that Assignor has title to, and full right to assign such leases, guaranties, surety agreements and the rents, income and profits due or to become due thereunder subject to the existing liens of the holders of the Senior Notes and Senior Mortgages (as such terms are defined in the Mortgage); that the terms of such leases, guaranties and surety agreements have not been changed from the terms in the copies of such leases, guaranties and surety agreements submitted to Assignee for approval (if any); that no other assignment of any interest therein has been made, except as set forth above; and that except in the ordinary course of business Assignor will not hereafter cancel, surrender or terminate any of such leases, guaranties and surety agreements, exercise any option which might lead to such termination, or change, alter or modify them, or consent to the release of any party liable thereunder or to the assignment of the lessees' interest under such leases or guaranties or surety agreements without the prior written consent of Assignee.