

2. The Assignor will duly and punctually perform and observe all the terms, conditions and covenants of the Leases on its part to be performed and observed and shall diligently pursue the remedies legally available to the Assignor as landlord to require the tenants and subtenants of the Premises to perform and observe all of the terms, conditions and covenants contained in the leases on the part of the tenants and subtenants to be performed and observed.

3. Any default by the Assignor in the performance or observance of any covenant, agreement, term or condition contained in this Assignment and the failure of the Assignor to cure such default within (30) days after written notice thereof shall have been given to the Assignor by the Assignee, shall constitute and be deemed to be an Event of Default under the Mortgage. Upon the occurrence of any one or more of the Events of Default under the Mortgage, the Assignee shall have the following rights and is hereby expressly and irrevocably authorized to exercise any or all of such rights:

(a) To enter and take possession of all or any part of the Premises and exclude the Assignor, its agents and servants, wholly therefrom;

(b) To use, lease, operate, manage and control all or any part of the Premises;

(c) To enforce, cancel or modify the Leases in accordance with their terms;

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