

10. Anything contained herein to the contrary notwithstanding, by its acceptance hereof, Lender for itself and its successors and assigns, agrees that in any action or proceeding brought on the Note, on the Mortgage, on this Assignment or on any other documents securing the Note or the indebtedness evidenced thereby, no deficiency or other money judgment shall be sought or obtained against Borrower, or its successors, successors-in-title or assigns. Any covenants or agreements contained in the Note, in the Mortgage, in this Assignment or in any other instruments securing the Note to the contrary notwithstanding, in the event of any default in the payment of any amounts evidenced by or owing under the Note or of any breach of warranty or default in the covenants and agreements contained in the Note, the Mortgage or in any other instrument securing the Note, Lender and the holder of the Note secured hereby shall look solely to the Premises, the rents, issues, proceeds, benefits and profits thereof, and the other collateral securing the Note or to the proceeds of their sale for payment of the Note, the full satisfaction of any liabilities or obligations otherwise arising under the Note and the Mortgage and this Assignment and any other instrument securing the Note, and if the net proceeds arising from them or from the sale thereof shall be insufficient to pay in full the indebtedness evidenced by the Note and secured by the Mortgage and such other instruments, and satisfy any such liability or obligations otherwise arising under them, Borrower, and its successors, successors-in-title and assigns, shall not be held personally liable or responsible for the payment of any such deficiency. The provisions of this Paragraph 10 concern the liability of Borrower and its successors, successors-in-title and assigns and shall not be interpreted or construed to release or impair the lien and security interest of the Mortgage and this Assignment and the other instruments securing the Note or in any way affect the rights, liens and security interest of Lender in and to the Premises under the Mortgage, this Assignment and the other documents evidencing or securing the Note, or prevent or in any way hinder Lender in exercising its rights against the Premises under the Mortgage or this Assignment.

11. Time is of the essence of this Assignment.

12. This Assignment is subject and subordinate to the instruments described in Exhibit "B" attached hereto and made a part hereof.

THIS ASSIGNMENT, together with the covenants and warranties herein contained, shall inure to the benefit of the Lender and any subsequent holder of the Note and the Mortgage and shall be binding upon the Borrower and the Borrower's successors and assigns and any subsequent owner of the Premises.