

- (c) all rents payable on any reletting of the Property;
- (d) all proceeds of insurance relating to the Property (other than public liability, workmen's compensation and employer's liability insurance) payable to the Mortgagor pursuant to the Leases or otherwise;
- (e) all awards on account of Takings of the Property which are payable or assigned to the Mortgagor pursuant to the Leases or otherwise;
- (f) all amounts payable to the Mortgagor by a Lessee under any one of the Leases upon termination of such Lease pursuant to Article 15 or 17 thereof;
- (g) all amounts payable as damages, liquidated or otherwise, as a consequence of a termination of any one of the Leases prior to the end of the initial term thereof;
- (h) all claims, rights, powers, privileges and remedies on the part of the Mortgagor, whether arising under one of the Leases or by statute or at law or in equity or otherwise, consequent on any failure by a Lessee to perform or comply with any term of a Lease; and
- (i) all other rights of the Mortgagor to exercise any election or option or to give or receive or request any notice, consent, waiver or approval under or in respect of any one of the Leases or to accept any surrender of the Property or any part thereof;

together with full power and authority, in the name of the Mortgagee or the Mortgagor or otherwise, to enforce, collect, receive or receipt for any and all of the foregoing. The Mortgagor hereby irrevocably directs Lessee under each of the Leases to pay to the Mortgagee, or as the Mortgagee may from time to time direct, the base rent, additional rent and other sums assigned pursuant to this section. Any and all rights of the Mortgagee under this section may be exercised by any trustee or receiver appointed at the instance of or for the benefit of the Mortgagee or the holder of the Note. The assignment of base rent, additional rent and other sums provided for in this section shall be effective immediately upon the execution of this Mortgage and is not conditioned upon the occurrence of any default hereunder or of any other contingency or event.