

or continue collecting such rents, issues, profits, revenues, royalties, rights and benefits; but that such privilege to collect or continue collecting, as aforesaid, by the Mortgagor shall not operate to permit the collection of any rents in advance of the date rents are due under the terms and provisions of said lease or leases. Provided, however that the above assignment is subject to the provisions of the First Mortgage and the rights of the First Mortgagee thereunder.

1. The Mortgagor covenants and agrees that: (i) it will promptly and fully keep, perform and comply with all the terms, provisions, covenants, conditions and agreements imposed upon or assumed by it as landlord (or similar designation) under any lease in effect on the date hereof covering all or any part of the premises, whether one or more (hereinafter referred to individually and collectively as "Tenants' Leases") and (ii) it will not do, permit anything to be done, or omit or refrain from doing anything, the doing or omission of which will give any tenant a right to terminate any of the Tenants' Leases.

2. If the Mortgagor shall in any manner fail in any of the above covenants and agreements, the Mortgagee, may, (but shall not be obligated to), take any action the Mortgagee deems necessary or desirable to prevent or cure any default by the Mortgagor in the performance of or compliance with any of the Mortgagor's covenants or obligations under any of the Tenants' Leases. The Mortgagee shall have the right to enter upon the premises to such extent and as often as the Mortgagee, in its sole discretion, deems necessary or desirable in order to prevent or cure any such default by the Mortgagor. The Mortgagee may expend such sums of money as the Mortgagee, in its sole discretion, deems necessary for any such purpose, and the Mortgagor hereby agrees to pay to the Mortgagee, immediately upon demand, all sums so expended by the Mortgagee, together with

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