

Article III
Assignment of Rents and Proceeds

3.1 In addition to and cumulative of the above grant of the Mortgaged Properties, the Grantor, for and in consideration of the premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration to the Grantor in hand paid by the Beneficiary, the receipt and sufficiency thereof being hereby acknowledged, does hereby ASSIGN, TRANSFER, DELIVER and SET OVER unto the Beneficiary, any and all leases and contracts for sale, now existing or hereafter executed, covering all or any portion of the Mortgaged Properties (herein called the "Assigned Contracts"), and all rents, issues, profits, proceeds, revenues, benefits, payments and other amounts now due or to become due under or by virtue of the Assigned Contracts (herein sometimes called the "Assigned Sums"), all until the Secured Obligations and all covenants and agreements contained in this Deed of Trust shall have been fully satisfied.

3.2 Unless and until notified to the contrary in writing by the Beneficiary, as the Beneficiary may from time to time elect, any party owing funds to the Grantor under or by virtue of the Assigned Contracts is hereby authorized and directed to pay to the Beneficiary, all the Assigned Sums. Any such party making such payments of Assigned Sums shall not be required to see to the application of any payments so made, and all payments made by such party to the Beneficiary shall be binding and conclusive as between such party and the Grantor.

3.3 The Beneficiary, acting directly or through an agent selected by the Beneficiary or through the Trustee, is hereby authorized and empowered to demand, collect, receive and receipt for the Assigned Sums, and also to commence, maintain or discontinue any action, suit or other proceedings, as it deems advisable, in connection with collecting and enforcing the payment thereof, to compromise, compound and settle the same, and to endorse in the name of the Grantor any checks, drafts or other instruments payable to the Grantor or the Grantor's order, as may be issued in whole or in partial payment in connection with the Assigned Contracts and to cash the same. The Beneficiary shall not be under any duty or obligation to take any action in connection with receiving or collecting any of the Assigned Sums or enforcing collection of the same, and the failure of the Beneficiary to do so shall not in anywise prejudice, diminish, release or relinquish any of the rights of the Beneficiary hereunder; and the Beneficiary shall never be liable under any circumstances for failure to collect any of the Assigned Sums.

3.4 At any time when there is no Default (as defined in the Term Loan Agreement) under the Term Loan Agreement which Default is then existing and not waived or cured, all amounts collected and received by the Beneficiary out of the Assigned Sums shall be applied to the payment of any amounts owing by the Grantor in respect of the Secured Obligations which are payable on the date such amounts are collected and received by the Beneficiary and the balance, if any, shall be paid by the Beneficiary to the Grantor or in accordance with the order and directions of the Grantor.

3.5 At any time when there is a Default (as defined in the Term Loan Agreement) under the Term Loan Agreement which Default is then existing and not waived or cured, all amounts collected and received by the Beneficiary out of the Assigned Sums shall be applied by the Beneficiary, in its discretion,