

with its own employees, an amount equal to the customary management agents' fees charged for similar property in the area where the premises are located, upon any indebtedness secured hereby in such order as Assignee may determine. Assignee shall not be accountable for more monies than it actually receives from the premises; nor shall it be liable for failure to collect rents for any reason whatsoever. It is not the intention of the parties hereto that an entry by Assignee upon the premises under the terms of this instrument shall constitute Assignee a "mortgagee in possession" in contemplation of law, except at the option of Assignee. Assignor shall facilitate in all reasonable ways, any action taken by Assignee under this paragraph and Assignor shall, upon demand by Assignee, execute a written notice to each Lessee and occupant directing that rent and all other charges be paid to Assignee.

7. The Assignor represents and warrants that:

(a) The Assignor has not executed any prior assignment or pledge of any of its rights, nor are its rights encumbered, with respect to the Lease, or any of the rents, income or profits due or to become due from the premises, except as they are encumbered by the mortgage and herein;

(b) The Assignor has good right to assign the Lease and the rents, income and profits due, or to become due, from the premises;

(c) The Assignor has not done anything which might prevent Assignee from or limit Assignee in acting under the provisions hereof;

(d) The Assignor has not accepted rent under the Lease or under any rental or occupancy agreement more than 30 days in advance of its due date;

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