

its designee. Thereafter, any expenses, including, without limitation, rent, incurred by Assignee in connection with its entry upon and possession of the premises and the aforesaid appurtenances thereto and improvements thereon shall be deemed to constitute advances under the Note, whether or not this creates an overadvance thereunder. To facilitate the exercise of the foregoing rights and remedies by Assignee, Assignor hereby irrevocably designates and appoints Assignee as its true and lawful attorney-in-fact, for and in the name of Assignor, to execute such documents and do all such other things as Assignee deems necessary or desirable to carry out the terms and provisions of this Assignment.

Assignor further acknowledges and agrees that nothing contained herein shall obligate or be construed to obligate Assignee to perform any of the terms, covenants or conditions contained in the Lease or otherwise to impose any obligation upon Assignee with respect thereto and that, Assignor shall be and remain solely and completely liable for the performance of its obligations as Lessee under the Lease, whether Assignee has declared this Assignment to be absolute and unconditional, or otherwise.

As an additional right and remedy of Assignee, Assignor hereby agrees that, upon the occurrence of any default by Assignor under the Lease, Assignee may, but shall not be obligated to cure such default in which event any sums expended by Assignee in such cure shall be deemed to be advances under the Note, whether or not this creates an over-advance thereunder. To facilitate the foregoing, Assignor agrees to notify Assignee promptly of any default by Assignor under the Lease known to it or of which it receives notice from Lessor.

To induce Lender to accept this Assignment, Assignor