

without limitation the immediate and continuing right to make claim for, receive, collect and receipt for (and to apply the same to the payment of the principal of and interest and premium, if any, on the Note) all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards and other sums payable or receivable under the Net Lease or pursuant thereto, whether as rent or as the purchase price for Assignor's interest in the Property (as defined in the Net Lease) payable upon a purchase by Lessee or otherwise, and whether payable prior or subsequent to the maturity date of the Note, and the right to accept or reject any offer made by Lessee pursuant to the Net Lease to purchase such interest, and the right under the Net Lease, upon the purchase by Lessee of such interest pursuant to the Net Lease, to exercise and deliver as agent and attorney-in-fact of Assignor an appropriate assignment and other instruments necessary for the transfer of such interest, and to perform all other necessary or appropriate acts of said agent and attorney-in-fact with respect to such purchase and transfer and to make all waivers and agreements, to give and receive all notices and other instruments, and to take all action upon the happening of a default under the Net Lease, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of the Net Lease or by law, and to do all other things which Assignor or any lessor is or may become entitled to do under the Net Lease. The agency and power of attorney created by the immediately preceding sentence is coupled with an interest and shall be irrevocable.

Any proceeds of rents, issues and profits or other monies collected under the Net Lease by the Company pursuant to this Assignment which are at the time in excess of the aggregate of the monthly instalments of principal and/or interest secured by the Deed(s) of Trust and other payments due to the Company hereunder at the time or on the same due date shall, so long as no Event of Default exists under the Deed(s) of Trust or this Assignment be paid with reasonable promptness to the Assignor.

2. The assignment made hereby is executed as additional collateral security, and the execution and delivery hereof shall not in any way impair or diminish the obligations of the Assignor under the Net Lease nor shall any of such obligations be imposed upon the Company nor does the Company by reason of this assignment undertake to perform or discharge any such obligation. Upon the payment (including prepayment in full) of the principal of and any premium and all interest on the Note and all other sums payable on the Note or secured by or payable under the Deed(s) of Trust, and the performance and observance of the provisions

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