

estate described in Exhibit "A" attached to this Assignment and between Assignee (as lessor) and Assignor (as lessee), and (iii) also any and all other charges, costs and expenses which Assignee may deem necessary or advisable to pay in connection with the management or operation of the Property, including (without limiting the generality of any rights, powers, privileges and authority herein conferred) the costs of such repairs and alterations, commissions for renting the Property or any portions thereof, and legal expenses in enforcing claims, preparing papers or for any other services that may be required; and

- (i) generally, do, execute and perform any other act, deed, matter or thing whatsoever that Assignee deems in its sole discretion ought to be done, executed and performed in and about or with respect to the Property as fully as the Assignor might do.

Assignee shall apply the net amounts of any Rents received or collected, after payment of proper costs and charges, to the reduction and payment of the Secured Indebtedness.

8. Any failure by Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time, or any time or times, shall not be construed or deemed to be a waiver of any of its rights hereunder.

9. Upon payment in full of the Secured Indebtedness, this Assignment shall terminate and thereafter have no further force and effect, and Assignee shall enter into such documents, instruments or other papers as may be necessary to confirm such termination and the release of this Assignment.

10. No change, amendment, modification or cancellation of this Assignment or discharge hereunder shall be valid unless Assignee shall have given its prior written consent thereto. Assignor shall not enter into any assignment, deed of trust, assignment of rents or other agreement which shall be superior