

If and so long as an Event of Default shall have occurred and be continuing under the Mortgage, Assignee shall hold all moneys received by it and shall apply the same in the manner specified in Section 16 of the Mortgage.

Neither this Assignment nor any action or inaction on the part of Assignee shall, without Assignee's written consent, constitute an assumption by Assignee of any obligation under the Lease. Assignee shall not have any obligation to make any payment to be made by Assignor under the Lease, or to present or file any claim, or to take any other action to collect or enforce the payment of any amounts which have been assigned to Assignee or to which Assignee may be entitled hereunder at any time or times. No action or inaction on the part of Assignee shall adversely affect or limit in any way its rights hereunder or under the Lease.

Assignor shall have no right to take any action whatsoever under the Lease or exercise any right or remedy provided under the Lease or by statute without the written consent of Assignee, but shall take all such action as may from time to time be requested by Assignee. Assignor shall, however, remain liable to perform all of the obligations of the lessor under the Lease and shall enforce the Lease in

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