

may now be or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Properties, or any part thereof, including but not limited to minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Properties, together with any and all rights and claims of any kind which Assignor may have against any lessee under the Leases or against any subtenants or occupants of the Mortgaged Properties, all such monies, rights and claims in this paragraph described being hereinafter referred to as the "Rents".

The Assignment shall further secure any extensions and renewals of the Note; if Assignor shall consent thereto in writing, shall secure any note or notes supplemental to the Note; and shall secure the payment, observance, performance and discharge of all other obligations, covenants, conditions and warranties contained in the Security Instruments and any extensions, supplements (which do not increase the secured indebtedness) or consolidations thereof.

To induce Noteholder to consent to the conveyance of the Mortgaged Properties, Assignor and Tenant hereby make the following REPRESENTATIONS AND WARRANTIES:

Assignor represents and warrants that Assignor has good title to the Leases and Rents hereby assigned and good right to assign the same, and that no other person, corporation or entity has any right, title or interest therein; that

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