

## ARTICLE II

## Assignment of Rents

Section 2.01 Assignment of Rents. The Company hereby assigns and transfers to the Beneficiary all rents included as a part of the Trust Estate, and hereby gives to and confers upon the Beneficiary the right, power and authority to collect such rents. The Company irrevocably appoints the Beneficiary its true and lawful attorney-in-fact, at the option of the Beneficiary at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of the Company or the Beneficiary, for all such rents and apply the same to the indebtedness secured hereby; provided, however, that the Company shall have the right to collect such rents at any time prior to the occurrence of an Event of Default, or any event which with notice or lapse of time or both would become such Event of Default, under this Indenture. The foregoing assignment of rents is intended to be an absolute assignment from the Company to the Beneficiary and not merely the passing of a security interest. The rents are, subject as aforesaid, assigned absolutely by the Company to the Beneficiary subject only to the terms of this Indenture.

Section 2.02 Collection Upon Default. Upon the occurrence of any Event of Default hereunder, the Beneficiary may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Properties, the Improvements or the Personal Property or any part thereof, in its own name, sue for or otherwise collect the rents including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, to the payment of the indebtedness secured hereby, and in such order as the Beneficiary may determine. The collection of such rents or the entering upon and taking possession of the Properties, the Improvements or the Personal Property or any part thereof, or the application thereof as aforesaid, shall not cure or waive any Event of Default or notice of default hereunder or invalidate any act done in response to such Event of Default or pursuant to such notice of default.