

thereof and hereof, said assignment shall terminate and all estate, right, title and interest of the Company in and to the Net Lease shall revert to Assignor.

3. Assignor designates the Company to receive all notices, offers, demands, undertakings, certificates, documents and other instruments or communications and to receive all rents and other payments which Lessee is required or permitted to give, make, pay or deliver to or serve upon the Assignor, as the lessor under the Net Lease, and directs the Lessee to remit or deliver to the Company at its address set forth above or at such other address as the Company shall designate, duplicate originals of all such notices, offers, demands, undertakings, certificates, documents and other instruments and all rents and other payments now or hereafter due or receivable by the lessor under the Net Lease, and no such payment or delivery by Lessee shall be of any force or effect unless made to the Company as above provided.

4. Assignor and Lessee each represent to the Company that the Net Lease is in full force and effect and no default exists thereunder, and Assignor represents to the Company that it has not executed any other assignments of the subject matter of the assignment hereby made to the Company other than the assignment for the benefit of the Company made by the Deed(s) of Trust.

5. Assignor agrees that said assignment and said designation and directions to Lessee hereinabove set forth are irrevocable and it will not, while said assignment is in effect or thereafter until Lessee has received from the Company notice of the termination thereof, take any action as lessor under the Net Lease or otherwise which is inconsistent with this assignment or make any other assignment, designation or direction inconsistent herewith, and that any assignment, designation or direction inconsistent herewith shall be void. Assignor will from time to time, upon request of the Company, execute such instruments of further assurance and all such supplemental instruments as the Company may specify.

6. The Lessee consents to the provisions of this assignment and agrees to pay and deliver to the Company as hereinabove provided, or to the last person designated in writing by the Company from time to time, all rents and other moneys and security assigned to the Company, or sums equal thereto without any offset, counterclaim, abatement, deduction or defense, and will not assert any offset, counterclaim, deduction or defense in any proceeding brought under this assignment or otherwise, whether this assignment shall have been terminated by operation of law or otherwise, nor for any reason seek to recover from the Company any moneys paid