

2. In furtherance of the foregoing Assignment, the Assignor hereby authorizes the Assignee, by its employees or agents, at its option, after the occurrences of a default by the Assignor in the payment of any indebtedness secured hereby or in the observance and performance of any other obligation, term, covenant, condition or warranty herein or in said Note and Mortgage Deed or the Prior Note or the Mortgage securing same, contained in the Leases, to terminate the aforesaid license granted to the Assignor, to collect said rents, income, issues and profits, to enter upon the Premises and to collect, in the name of the Assignor or in its own name, as Assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as the rents thereafter accruing and becoming payable during the period of the continuance of the said default or any other default; and to this end, the Assignor further agrees that it will facilitate in all reasonable ways the Assignee's collection of said rents, and will, upon request by the Assignee, execute a written notice to each tenant directing the tenant to pay rent to the Assignee.

3. The Assignor also hereby authorizes the Assignee upon such entry, at its option, to take over and assume the management, operation, repair and maintenance of the said Premises and to perform such other acts as the Assignee, in its discretion may deem proper, and to expend such sums out of the income of the Premises as may be needful in connection therewith, in the same manner and to the same extent as the Assignor theretofore might do, including the right to effect new leases, to cancel or surrender existing leases, to evict tenants, to bring or defend any suits in connection with the possession of the Premises in its own name or Assignor's name, to alter or to amend the terms of existing leases, to renew existing leases, or to make concessions to tenants, the Assignor hereby releasing all claims against the Assignee arising out of such management, operation, repair and maintenance, excepting the liability of the Assignee to account as hereinafter set forth.

4. The Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by the Assignor under any of the Leases, and the Assignor hereby agrees to indemnify the Assignee for, and to save it harmless from, any and all liability arising from any of the Leases or from this Assignment, and this Assignment shall not place responsibility for the control, care, management, or repair of the Premises upon the Assignee, or make the Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss, injury or death to any tenant, licensee, employee or stranger, unless such loss, injury or death has resulted from the gross negligence or willful misconduct of Assignee.

5. The Assignor covenants and represents that it will perform all covenants to be performed by the landlord under any and all Leases of the Premises or any part thereof and shall not enter into any new lease of any part of the Premises, nor cancel, surrender, or modify in any material manner, any Lease without in each case obtaining the written consent of Assignee, which consent shall not be unreasonably withheld; provided, however, no such consent shall be required in the case of any new lease if the rental is not substantially below the market rental obtainable for similar space in buildings of substantially the same character and the lease term does not exceed ten (10) years, nor in the case of modifications where the terms are no less favorable to the landlord thereunder than those existing, nor in the case of cancellations resulting from default on the part of the tenant thereunder. Upon demand, Assignor will furnish Assignee with copies of any Lease for the Premises or any part thereof.