

erty under the Lease, together with all rights, powers, privileges, options and other benefits of Assignor as lessor under the Lease, including, but not by way of limitation, the immediate and continuing right to receive and collect all rents, income, profits, insurance proceeds, condemnation awards, moneys and security now or hereafter during any and all terms of the Lease payable to or receivable by Assignor pursuant to any of the provisions of the Lease, whether as rents or as the purchase price for all or part of the Property or otherwise, and the right, upon the exercise by Lessee of any right to offer to purchase the Property or any part thereof, to execute and deliver as agent and attorney-in-fact of Assignor an acceptance or rejection of any such offer, and appropriate deeds and other instruments necessary to effect any transfer and conveyance of the Property or any part thereof to Lessee upon its purchase thereof pursuant to the Lease, and to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any such offer and transfer and conveyance, and the right to make all waivers and agreements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under the Lease, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of the Lease or by law, and to do any and all other things whatsoever which Assignor or any lessor is or may become entitled to do under the Lease.

2. The assignment made hereby is executed only as collateral security, and the execution and delivery hereof shall not in any way impair or diminish the obligations of Assignor under the Lease nor shall any of such obligations be imposed upon Assignee. Upon the payment of the principal of and all unpaid interest on the Note and of all other sums payable on the Note or under the Mortgage and the performance and observance of the provisions of the Mortgage and hereof, said assignment and all rights herein assigned to Assignee shall cease and terminate and all the estate, right, title and interest of Assignor in and to the above-described assigned property shall revert to Assignor.

3. Assignor hereby designates Assignee to receive all notices, demands, offers, documents and other communications and to receive

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