

- (f) enforce or enjoin or restrain the violation of any of the terms, provisions and conditions of any Assigned Leases, now or hereafter affecting the Property or any part thereof;
- (g) make such repairs and alterations to the Property as Assignee may, in its reasonable discretion, deem proper;
- (h) pay, from and out of rents, issues and profits collected in respect of the Property or any part thereof, or from or out of any other funds, the rent and all other charges required to be paid under any ground lease on which the Mortgage may constitute a lien, any taxes, assessments, water rates, sewer rates, or other government charges levied, assessed or imposed against the Property, or any portion thereof, and also any and other charges, costs and expenses which it may be necessary or advisable for the Assignee to pay in the management or operation of the Property, including (without limiting the generality of any rights, powers, privileges and authority hereinbefore or hereinafter conferred) the costs of such repairs and alterations, commissions for renting the Property or any portions thereof, and legal expenses in enforcing claims, preparing papers or for any other services which may be required; and
- (i) generally, do, execute and perform any other act, deed, matter or thing whatsoever that ought to be done, executed and performed in and about or with respect to the Property, as fully as the Assignor might do.

The Assignee shall apply the net amount of rents, issues and profits received by it from the Property, after payment of all proper costs and charges, including any loss or damage hereinafter referred to in paragraph 4 to the reduction and payment of the Note. The Assignee shall be accountable to the Assignor only for money actually received by the Assignee pursuant to this assignment.

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