

to make effective this assignment and the several covenants of the Assignor herein contained.

7. Failure of the Assignee to avail itself of any of the terms, covenants and conditions of this assignment for any period of time, or at any time or times, shall not be construed or deemed to be a waiver of any of its rights hereunder. The rights and remedies of the Assignee under this instrument are cumulative and are not in lieu of but are in addition to any other rights and remedies which the Assignee shall have under or by virtue of the Mortgage. The rights and remedies of the Assignee hereunder may be exercised from time to time and as often as such exercise is deemed expedient.

8. The Assignee shall have the right to assign to any subsequent holder of the Mortgage, or to any person acquiring title to the Property the Assignor's rights, title and interest in any lease hereby or hereafter assigned, subject, however, to the provisions of this assignment. After the Assignor shall have been barred and foreclosed of all right, title and interest and equity of redemption in the Property, no assignee of the Assignor's interest in said leases shall be liable to account to Assignor for any rents, income, revenue, issues or profits thereafter accruing.

9. Upon payment in full of all the indebtedness secured by the Mortgage, as evidenced by a recorded satisfaction or release of Mortgage, as well as any sums which may be payable hereunder or under the Note and Mortgage, this assignment shall become and be void and of no effect and, in that event, upon the request of the Assignor, the Assignee covenants to execute and deliver to the Assignor instruments effective to evidence the termination of this assignment and/or the reassignment to the Assignor of the rights, powers and authority granted herein, provided, however, that as to any lessee of any portion of the Property, any affidavit, certificate or other written statement of any officer of the Assignee, stating that any