

information relating to or affecting the financial condition of any obligor of the Leases.

4. Within fifteen (15) days after written demand therefor by Assignee or as required by the terms of the Mortgage, Assignor shall deliver to Assignee, in form and substance acceptable to Assignee, a detailed rent roll of all the Leases and such other matters and information relating thereto as Assignee may request, certified by the chief financial officer of Assignor.

5. Upon the existence or occurrence of a default or an Event of Default under the Note, the Mortgage or any of the Other Agreements which has not been cured in accordance with the provisions of such documents, Assignee, at its sole election and in its sole discretion, may do or require any one or more of the following:

(i) Assignor's rights to use the Rents shall terminate and any Rents then or thereafter coming into Assignor's possession are to be held in trust by Assignor for the benefit of Assignee and immediately delivered to Assignee and thereafter Assignor shall have no rights to use the Rents without written consent of Assignee. Immediately upon demand by Assignee, Assignor shall deliver to Assignee the originals of the Leases, with appropriate endorsements and/or other specific evidence of assignment thereto to Assignee, which endorsement and/or assignment shall be in form and substance acceptable to Assignee. If there are leases not evidenced in written form, the most recent detailed certified rent roll shall be submitted to Assignee immediately upon demand by Assignee.

(ii) Assignee, then or at any time or times thereafter, at its sole election, without notice thereof to Assignor, and without taking possession of the Mortgaged Property, may notify any or all of the obligors under the Leases that the Leases have been assigned to Assignee, and Assignee (in its name, in the name of Assignor or in both names) may direct said obligors thereafter to make all payments due from them under the Leases directly to Assignee.

(iii) Assignor, immediately upon demand by Assignee, irrevocably shall direct all obligors of the Leases then and thereafter to make all payments then and thereafter due from them under the Leases directly to Assignee.

(iv) Assignee shall have the right at any time or times thereafter, at its sole election, without notice thereof to Assignor, to enforce the terms of the Leases and obtain payment of and collect the Rents, by legal proceedings or otherwise; to enter upon, take possession of, manage and operate the Mortgaged Property or any part thereof; to make, modify, enforce, cancel or accept surrender of any of the Leases; to remove and evict any lessee or any subtenant or assignee of any lessee; to increase or reduce the Rents; to decorate, clean and make repairs; and to otherwise do any act or incur any costs or expense as Assignee shall deem proper to protect the security hereof, as fully and to the same extent as Assignor could do if in possession, and in such event to apply the Rents so collected to the operation and management of the Mortgaged Property, but in such order as Assignee may deem proper, and including payment of reasonable management, brokerage and attorneys' and paralegals' fees and expenses, in the name of Assignor, Assignee, a nominee of Assignee, or in any or all of the said names.

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