

earnings, rents, maintenance payments, tolls, issues, awards, products and profits are hereby expressly assigned with the right to take and collect the same upon the terms hereinafter set forth; and all the estate, right, title, interest and claim whatsoever, at law and in equity, which Debtor now has or may hereafter acquire in and to the aforementioned property and every part thereof; provided, that so long as no Event of Default (as hereinafter defined) shall have occurred and be continuing, all such income, revenues, earnings, rents, maintenance payments, tolls, issues, awards, products and profits shall remain with and under the control of Debtor except as otherwise expressly provided herein or in any other written agreement between Debtor and Secured Party.

E. All right, title and interest of Debtor in and to all agreements, or contracts, now or hereafter entered into for the sale, leasing, brokerage, development, construction, renovation, management, maintenance and/or operation of the Premises (or any part thereof), including all moneys due and to become due thereunder, and all permits, licenses, bonds, insurance policies, plans and specifications relative to the construction and/or operation of the Improvements upon the Premises.

F. All right, title and interest (including, without limitation, all present and future rights to possession and use, and all present and future options and other rights to renew and to purchase) of Debtor, as lessee or sublessee, under any leases, subleases, licenses, occupancy agreements or concessions now in effect or to be entered into hereafter (collectively, the "Leasehold Instruments") whereby Debtor has any right to the use, possession or occupancy of the Premises or any part thereof (collectively, the "Leaseholds").

G. All of Debtor's claims and rights to the payment of damages arising from any rejection of a Leasehold or a Lease under or pursuant to the Bankruptcy Code, 11 U.S.C. §101 et seq. (the "Bankruptcy Code").

H. All of Debtor's rights and remedies at any time arising under or pursuant to Subsection 365(h) of the Bankruptcy Code, 11 U.S.C. §365(h), including, without limitation, all of Debtor's rights to remain in possession of the Premises.

I. Any other property and rights which are, by the provisions of the Agreement or any other Loan Document (as defined in the Agreement), required to be subject to the lien