

Assignor will not cancel, terminate (except for nonpayment of rent or other default), or permit the surrender of any Lease, or amend or modify any provision thereof, or make any subsequent assignment thereof, without the prior written consent of Assignee (which shall not be unreasonably withheld). Any attempted cancellation, termination (other than for non-payment of rent), surrender, amendment, modification or assignment of any Lease without the prior written consent of Assignees shall, at Assignor's option be null and void.

4. Defense of Actions. Assignor will, at Assignor's sole cost and expense, appear in and defend any action or proceeding arising under, growing out of, or in anyway connected with the Leases or the obligations, duties, or liabilities of the lessor or lessee thereunder, and will pay on request all reasonable costs and expenses including attorney's fees which Assignee may incur in connection with Assignee's appearance, voluntary or otherwise, in any such action or proceeding.

5. Assignee's Right of Possession At any time after the execution of this Assignment, Assignee may, at its option, enter and take possession of the premises affected by an Lease and perform all acts necessary for the operation and maintenance of such premises in the same manner and to the same extent as Assignor could do the same things. Without limiting the effect of the preceding sentence, Assignee is empowered, but shall have no obligation, to collect the rents, income and profits accruing under terms and provisions thereof, to exercise all the rights and privileges of Assignor thereunder including the right to fix or modify rents, to demand and due for possession of the premises covered by any Lease, and to relet such premises and collect the rents, income, and profits resulting from such reletting. Assignee will from time to time apply the net income derived under the Leases, after payment of all proper costs and charges (including any loss or damage of the nature referred to in paragraph 8 hereof, and including reasonable attorney's fees and other costs of collection) to any sums then due Assignee under the Loan Documents, in such order as Assignee may elect, but Assignee's will in no event be accountable for any sums not actually received by Assignee pursuant to this Assignment.

6. Revocable Waiver of Assignee's Rights. By accepting this Assignment, Assignee waives the right to exercise the rights and powers granted to Assignee in paragraph 5 above and covenants and agrees not to revoke such waiver until and unless there has been a default by Assignor in the payment or performance of any obligation contained in, secured by or referred to in the Loan Document. If any such default occurs and is not cured within any applicable grace period, Assignee may at any time (including the time covered by any foreclosure proceeding and the period provided for redemption, (if any) revoke such waiver without notice, and upon such revocation may proceed to exercise any or all of the rights and powers conferred upon Assignee in said paragraph 5.

7. Direction to Lessees. Assignor hereby irrevocably agrees and directs that the lessee under each Lease shall, upon demand and notice from Assignee that Assignee has revoked the waiver contained in paragraph 6 hereof, pay all rents, income and profits, under such Lease to Assignee, without liability on the part of such lessee for determining the validity or propriety of Assignee's revocation of such waiver, and notwithstanding any claim by Assignor that Assignee's revocation of such waiver is invalid or improper. Assignor will have no claim against any such lessee for any rents or other sums paid by such lessee to Assignee.