

Section 17.3(a) of the Lease shall be applied to the prepayment of whichever of the Notes is then outstanding as provided in Section 2.2(c) of the Mortgage;

(f) the amount paid by Lessee in the event it purchases those of the Leased Properties which remain subject to the Lease at the expiration of the Fixed Term (as therein defined) pursuant to the provisions of Article XXVII thereof shall be applied in payment of the unpaid principal balance of the Term Note;

(g) the amount paid by Lessee pursuant to the provisions of Section 18.2 of the Lease (relating to an exchange of other property for a Leased Property) in the event it pays 110% of the difference between the Fair Market Value of the exchanged Leased Property over the Fair Market Value of the Substitute Property (as therein defined) shall be applied as follows: (a) 100% of such differential shall be applied to a pro-rata reduction of the quarter-annual installments of principal on whichever of the Notes is then outstanding and (b) the remaining 10% to Assignee; and

(h) all other moneys covered by this Assignment (including any excess of an installment of Basic Rent over the concurrent installment due on the Notes) shall be remitted to the persons then entitled thereto, provided that Assignee shall not be required to make separate remittances to more than two (2) persons.

If an Event of Default shall have occurred under the Mortgage, Assignee shall hold all moneys received and shall apply the same in the manner specified in Article XVI of the Mortgage.

Neither this Assignment nor any action or inaction on the part of Assignee shall, without its written consent, constitute an assumption on its part of any obligation under the Lease; nor shall Assignee have any obligation to make any payment to be made by Assignor under the Lease, or to present or file any claim, or to take any other action to collect or enforce the payment of any amounts which have been assigned to Assignee or to which it may be entitled hereunder at any time or times. No action or inaction on the part of Assignee shall adversely affect or limit in any way the rights of Assignee hereunder or under the Lease.