

5. In addition to Assignee's other rights hereunder, Assignee shall, as a matter of right, be entitled to request a court of competent jurisdiction to appoint a receiver for the Property and Leases regardless of the adequacy of the security of or for said Loan Documents. Said receiver, or in the absence of a receiver, Assignee, shall be entitled to exercise, enforce, perform or protect all of the aforesaid rights, titles and interests available to Assignee hereunder, as well as all other rights, titles and interests available at law or in equity, in the control, management and operation of the Property or Leases.

6. Assignor hereby represents, warrants and covenants that he, she, they or it (as the case may be) has not executed any prior assignment of said Leases or Income, that none of the Income or rents provided for in any Leases have been paid or accepted more than 30 days in advance of the month with respect to which any of such Income or rents were due, no Income is payable on other than a monthly basis unless Assignee has approved in writing the Lease or agreement providing for such manner of payment, and that Assignor in the future will not make or permit any such assignment nor accept or permit payment of any Income more than 30 days in advance of the month with respect to which any of such Income is due unless Assignee has approved in writing the Lease or other agreement providing for such manner of payment.

7. By accepting this Assignment, the Assignee shall in no manner be prejudiced in its right to exercise, enforce, perform or protect any one or more rights, titles or interests available to it in any of the Loan Documents or at law or in equity, including, but not limited to, its rights to foreclose the lien of or enforce its power of sale right contained in said Mortgage or any other right, title or interest granted to it by the terms of any of said Loan Documents or granted to it pursuant to applicable law or equity — it being intended that all of such rights, titles and interests are cumulative, and each one of such rights, titles and interests may be exercised, enforced, performed or protected concurrently with or independently of any one or more of the other of such rights, titles or interests to the extent deemed advisable by Assignee in the exercise of its sole discretion from time to time.

8. Assignor hereby indemnifies and holds harmless Assignee from and against all loss, cost or liability of every nature whatsoever suffered or incurred by Assignee in exercising, performing, enforcing or protecting its rights, titles or interests set forth herein.

9. Provided no foreclosure occurs, or deed in lieu of such foreclosure is given, in satisfaction or partial satisfaction of the Note, then upon payment in full (as determined solely by Assignee) to Assignee in good and sufficient funds satisfactory in all respects to Assignee of all amounts due under each of the Loan Documents and the satisfaction (as determined solely by Assignee) of all terms, covenants and conditions of each of the Loan Documents, this Assignment shall automatically become null and void and of no effect, and the rights, titles and interests assigned herein shall automatically revert to Assignor; and thereafter, upon written demand of Assignor delivered to Assignee at its home office addressed to the attention of the Mortgage Division, which demand must include a specific description and street address of the Property and the name of the original Assignor named herein), Assignee at the sole expense of Assignor will release this Assignment of record.

10. In the event of any conflict between the assignment of rents and other income contained in said Mortgage and this Assignment, this Assignment shall prevail; provided, however, nothing contained in this paragraph or in any of the Loan Documents shall ever be construed to deny Assignee the benefit of any rights, titles or interests granted to Assignee in any of said Loan Documents. Except with respect to any such conflict, both of said assignments shall be exercisable collectively with or separately from each other to the extent elected by Assignee from time to time. If Assignee also holds a separate Assignment of Leases pertaining to leases of any or all of the Property, then either or both of said assignments mentioned in the first sentence of this paragraph and said Assignment of Leases shall be exercisable collectively with or separately from each other as Assignee may elect from time to time — all as more specifically provided in said Assignment of Leases.

11. Assignor shall furnish to Assignee an annual accounting of all Income and expenses pertaining to the Property, such accounting to be in form and content satisfactory to Assignee in all respects, to be certified in a manner designated by Assignee and to be furnished to Assignee within 90 days after the end of the Assignor's fiscal year. On demand, Assignor will furnish to Assignee and its representatives convenient facilities for the audit of such annual statements;