

reasonable ways Assignee's collection of the Rents, and will, upon request by Assignee execute a written notice to each tenant directing the tenant to pay rent to Assignee.

3. The Assignor also hereby authorizes Assignee upon such entry of the Premises at its option, to take over and assume the management, operation and maintenance of the Premises and to perform all acts necessary and proper and to expend such sums out of the income of the Premises as may be needful in connection therewith, in the same manner and to the same extent as the Assignor theretofore might do, including the right to effect new leases, to cancel or surrender existing leases, to alter or amend the terms of existing leases, to renew existing leases or to make concessions to tenants and the undersigned hereby releases all claims against Assignee arising out of such management, operation and maintenance, excepting the liability of Assignee to account as hereinafter set forth.

4. Assignee shall, after payment of all proper charges and expenses, including reasonable compensation to such managing agent as it shall select and employ, and after the accumulation of a reserve to meet taxes, assessments, water rents and fire and liability insurance in requisite amounts, credit the net amount of income received by it from the Premises by virtue of this assignment to any amounts due and owing to it by the Assignor under the terms of Note secured by the Mortgage, but the manner of the application of such net income and what items shall be credited shall be determined in the sole discretion of Assignee. Said manner of application of such net income by Assignee shall include the right, but not the duty, of Assignee to apply said net income or any part thereof to the account of any prior mortgage or deed of trust on the Premises, it being expressly agreed by the undersigned and Assignee that the amount of any such application to the account of any such mortgage or deed of trust will be added to the principal amount of the Indebtedness, and will be secured by the Mortgage. Assignee shall not be accountable for more moneys than it actually receives from the Premises; nor shall it be liable for failure to collect rents. Assignee shall make reasonable effort to collect rents, reserving, however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted.

5. Assignor hereby covenants and warrants to Assignee that neither it nor any previous owner of the above-described interest in the Premises has executed any prior assignment or pledge of the rentals of the Premises, nor any prior assignment or pledge of his landlord's interest in any lease of the whole or any part of the Premises.

6. No lease in excess of Five Thousand (5,000) net rentable square feet of the Premises or a portion thereof shall be entered into without the prior written consent of Assignee. No lease in excess of Five Thousand (5,000) net

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