

-2-

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the foregoing and the sum of One Dollar paid by Cameron-Brown to Owner, receipt whereof is hereby acknowledged by Owner, Owner does hereby assign, transfer and set over to Cameron-Brown the said leases, as additional security; and, for the consideration aforesaid, the Owner hereby covenants and agrees to and with Cameron-Brown that it will not, without the written consent of Cameron-Brown,

(a) Cancel said lease(s) or accept a surrender thereof unless the Owner and said Lessee(s) shall execute a new lease which shall go into effect prior to or simultaneously with said cancellation(s) and surrender(s), said new lease(s) to provide for a rental of not less than the rent payable under the cancelled lease(s) and which shall not diminish the tenants' obligations to pay taxes and insurance to the extent that such obligations may exist under the cancelled lease(s). Owner covenants and agrees to assign said new lease(s) to Cameron-Brown in the same form and manner as he assigned the cancelled leases.

(b) Reduce the rent, nor accept payments of any installment of rent in advance of the due date thereof.

(c) Modify said lease(s), either orally or in writing.

(d) Consent to an assignment of the interest of the Lessee(s) in said lease(s) which will relieve the tenants of liability for payment of rent and the performance of the terms and conditions of the leases.

(Continued on next page)