

will instruct said Lessees to make all subsequent rental payments directly to Assignee or its agent or designee.

2. There is no other assignment of any of its rights under the Leases to any other person, except as indicated on Schedule A.

3. Assignee has done no acts nor omitted to do any acts which might prevent Assignee from, or limit Assignee in, acting under any of the provisions herein or in any of the Leases.

4. Assignor has not accepted rent under any of the Leases for more than thirty (30) days in advance of its due date, other than advanced rents for which pro-rata allegations are made between Assignor and Assignee on the date of this Assignment.

5. There is no default by any of the Lessees under the terms of any of the Leases to the knowledge of Assignor.

6. Assignor is not prohibited under any agreement with any other person or any judgment or decree from the execution and delivery of this Assignment or the Leases, the performance of each and every covenant of Assignor hereunder and in the Leases, and the meeting of each and every condition herein contained.

7. No action has been brought or threatened which in any wise would interfere with the right of Assignee to execute this Assignment and perform all of the Assignor's obligations herein contained.

8. The Leases, except as specifically recited in Schedule A, are in full force and effect and unmodified.

Provided Assignor is in compliance with all of the terms of this Assignment, Assignee will assume, perform and observe each and every obligation of the Lessor in each of the Leases, except as otherwise provided in agreements between Assignee and any parties to said Leases.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this instrument to be executed on the day hereinabove written.

(Continued on next page)