

the performance or observance by the Lessee of any obligation or condition thereof or to anticipate rents or any other payments thereunder for more than 30 days prior to accrual, without the prior written consent of Assignee; for the purpose of securing (a) payment of all sums now or at any time hereafter due Assignee as evidenced by a note of even date herewith, including any extensions or renewals thereof (the note) and secured by mortgage to Assignee of the premises of even date herewith (the mortgage) which mortgage will be recorded on the date that this instrument is recorded, and (b) performance and discharge of each and every obligation, covenant and agreement contained herein and in the mortgage and the note.

The Assignor and Assignee further agree as follows:

1. Assignor shall not alter, modify or change the Lease or terminate the term thereof or accept a surrender thereof or cancel the Lease or waive or release the Lessee from the performance or observance by the Lessee of any obligation or condition thereof or anticipate rents, or any other payments thereunder, for more than 30 days prior to accrual without the prior written consent of Assignee.

2. The Assignor will fulfill or perform each and every condition and covenant of the Lease by Lessor to be fulfilled or performed, give prompt notice to Assignee of any notice of default by the Assignor under the Lease received by the Assignor together with a complete copy of any such notice and at the sole cost and expense of the Assignor, enforce, short of termination of the Lease, the performance or observance of each and every covenant and condition of the Lease by the Lessee to be performed or observed.

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