

This assignment is given as security for (a) payment of all sums due under a loan of \$535,300.00, made by Assignee to Assignor, dated of even date herewith and secured by a mortgage on the leased real estate and improvements thereon (the said mortgage being hereinafter referred to as the "Mortgage"), and (b) the performance and discharge of each obligation, covenant and agreement of the Assignor contained herein or in the Mortgage or any note secured thereby. Acceptance of this assignment shall not impair, affect or modify any of the terms or conditions of the note evidencing such loan or the Mortgage securing same.

Assignor and Assignee covenant and agree as follows:

1. The Assignor will:
  - (a) fulfill or perform each and every condition and covenant of the Lease by lessor to be fulfilled or performed;
  - (b) give prompt notice to the Assignee of any notice of default received by the Assignor, together with a complete copy of any such notice; and
  - (c) 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.
2. Assignor will not, without first securing the written consent of the Assignee:
  - (a) reduce rents or otherwise modify or in any way alter the terms of the Lease;
  - (b) terminate the term of the Lease or accept a surrender thereof unless required to do so by the terms of the Lease;
  - (c) waive or release the lessee in the Lease from any obligation or condition by the lessee to be performed;
  - (d) exercise options or give consent to assignment or other requests of lessee under terms of the Lease; or
  - (e) reject any offer or option to purchase the leased premises made by lessee under terms of the Lease.
3. The rights assigned hereunder include, without limitation, all options exercisable by Assignor in the Lease and all the rights and powers of Assignor to modify the Lease or to give consents thereunder, or to terminate the term or to accept a surrender thereof, or to accept or reject any offer or option to purchase made by lessee under terms of the Lease, or to waive, or release the lessee from, the performance or observance by the lessee of any obligation or condition thereof, or to collect rents and other sums payable by lessee thereunder; or to collect sums payable by lessee as the purchase price for said premises.
4. At the sole cost and expense of Assignor, the Assignor will appear in and defend any action growing out of or in any manner connected with the Lease or the obligations or liabilities of the lessor, lessee or any guarantor thereunder.