

- (l) That the Assignor will enforce at its sole cost and expense, short of termination of the lease, the performance of observance of each and every covenant and condition required under the assigned leases to be performed or observed by the lessees thereunder;
- (m) That the Assignor will not modify nor in any way alter the terms of any of the assigned leases;
- (n) That the Assignor will not terminate the term of any assigned lease nor accept a surrender thereof unless required to do so by the terms of the lease;
- (o) That the Assignor will not anticipate the rents or other amounts payable under such assigned leases for a period of time greater than thirty days prior to accrual;
- (p) That the Assignor will not waive or release any of the lessees under the assigned leases from any obligations or conditions required to be performed by such lessees under the leases; and
- (q) That the Assignor will not consent to an assignment of the lessee's interest in any of the said leases or to a subletting under any such leases.

It is expressly understood and agreed, however, that the Assignor may violate any of the preceding covenants or warranties without such violation constituting a default hereunder, if such Assignor shall first obtain the prior approval or consent of the Assignee in writing.

VI. DEBTS SECURED; TERMINATION OF ASSIGNMENT:

This assignment is made for the purpose of securing the following:

- (a) The payment of the indebtedness evidenced by the Note, the Note, if not sooner paid, becoming finally due and payable as to principal and interest on the first day of February 1999;
- (b) The payment of all other sums, with interest thereon, becoming due and payable under the provisions of the Note or under the provisions of the Mortgage; and
- (c) The performance and discharge of each and every obligation, covenant and agreement of Assignor contained in this assignment and in the Note or the Mortgage.

Upon the payment in full of all indebtedness secured hereby, this assignment shall be void and of no further effect, and the release of the Mortgage shall constitute a release of this assignment. For purposes of determining the remaining unpaid portion of such debt or debts, the Assignor agrees that the affidavit, certificate, letter or statement of any officer or authorized agent of the Assignee showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this assignment, and any person may and is hereby authorized to rely thereon.

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