

of or from the obligations, covenants, conditions and agreements by said tenants to be performed including the obligation to pay the rental or other charges called for thereunder in the manner and at the place and time specified therein, ⁴⁰ without the prior written consent of Assignee, and Assignor ~~does~~ ^{except as hereinafter otherwise provided} by these presents expressly release, relinquish and surrender unto Assignee all its rights, power and authority to amend, modify, or in any way alter the terms or provisions of the leases, and any attempt on the part of Assignor to exercise any such rights without the written authority and consent of Assignee thereto being first had and obtained shall constitute a breach of the terms hereof, entitling Assignee to declare all sums secured hereby immediately due and payable.

b. At Assignor's sole cost and expense to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the leases or the obligations, duties or liabilities of landlord and tenants or parties thereunder, and to pay all costs and expenses of Assignee, including attorneys' fees in a reasonable sum in any action or proceeding in which Assignee may appear.

c. That should the Assignor fail to make any payment or to do any act as herein provided, then Assignee, but without obligation so to do and without notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor in the leases or operating agreements contained; and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees.

d. To pay immediately upon demand all sums expended by Assignee under the authority hereof, together with interest thereon at the same interest rate provided in the Note referred to above.

e. That it has made no prior assignment of its interest in the leases hereby assigned.

f. ⁴¹ Assignor agrees not to enter into any lease (i) having a term, ~~including renewals~~ of more than five (5) years or (ii) pertaining to more than ten thousand (10,000) square feet of floor space, without the prior written approval of the form and content of said lease by Assignee. In the event the floor space covered by a lease plus the floor space covered by previous leases to the same tenant exceeds ten thousand (10,000) square feet, the lease shall be subject to prior written approval of Assignee as hereinabove provided.

g. Assignor is given express authority, prior to default hereunder, to cancel, accept surrender of, or modify any lease hereby assigned without the prior consent of Assignee; ⁴² provided such lease does not have a term of more than five (5) years, ~~including renewals~~ or pertains to a tenant which is leasing more than ten thousand (10,000) square feet in the improvements on the property described in Exhibit A, and provided, further, that the modification of such lease does not place it in the category of leases referred to in subparagraph (f) above.

3. That upon or at any time after default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said Mortgage and Security Agreement, any other document evidencing or securing the indebtedness evidenced by the Note or the leases contained, Assignee may declare all sums secured hereby immediately due and payable and may, at its option, without notice, and if said Note be secured by Mortgage and Security Agreement, irrespective of whether Declaration of Default under said Mortgage and Security Agreement has been delivered to Assignor ("Mortgagor"), and without regard to the adequacy of security for the indebtedness hereby

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