

(d) that it will not assign, pledge or otherwise encumber any of the Assigned Leases or any of the rents thereunder unless the prior written consent of the Assignee shall have been obtained thereto and unless the instrument creating such assignment, pledge or encumbrance shall expressly state that the same is subject to this Assignment;

(e) that it will not, without in each case having obtained the prior written consent of the Assignee thereto amend or modify so as to reduce the rental payable thereunder, directly or indirectly, in any respect whatsoever cancel, terminate, or accept any surrender of any Assigned Lease;

(f) that it will not waive or give any consent with respect to any default or variation in the performance of any of the terms, covenants and conditions on the part of any lessee, sublessee, tenant or other occupant to be performed under any of the Assigned Leases, but will at all times take proper steps to enforce all of the provisions and conditions thereof;

(g) that it will not collect or receive, without in each case having obtained the prior written consent of the Assignee thereto from any such lessee, sublessee, tenant or other occupant any installment of rent in advance of the respective dates prescribed in the Assigned Leases;

(h) that it will perform and observe, or cause to be performed and observed, all of the terms, covenants and conditions on its part to be performed and observed with respect to each of the Assigned Leases;

(i) that it will, upon written request by the Assignee, while this Assignment remains in force and effect serve such written notices upon any lessee, sublessee, tenant or other occupant of any portion of the Mortgaged Premises concerning this Assignment, or including among the written provisions of any instrument hereafter creating any such lease, sublease, tenancy or right of occupancy specific reference to this Assignment, and make, execute and deliver all such powers of attorney, instruments of pledge or assignment, and such other instruments or documents as the Assignee may reasonably request at any time for the purpose of securing its rights hereunder;

(j) that at all times during which this Assignment shall be in effect, the Assignor will use its best efforts to keep the Mortgaged Premises fully rented at the highest possible rentals obtainable; and

(k) that it will notify the Assignee promptly when any Assigned Lease is hereafter executed, extended, renewed, amended or modified and that it will furnish to the Assignee, on demand, true copies of all Assigned Leases hereafter executed and true copies of each agreement or letter affecting the renewal, amendment or modification of any Assigned Lease;

5. Indemnification.

5.1 The Assignor hereby agrees to indemnify and hold the Assignee harmless (a) against and from any and all liability, loss, damage and expenses, including reasonable attorney's fees which it may or shall incur under or in connection with any of the Assigned Leases, or by reason of any of the Obligations, or by reason of any action taken by the Assignee under any of the Obligations (including without limitation any action which the Assignee in its discretion may make to protect its interest in the Mortgaged Premises, including without limitation, the making of advances and the entering into of any action or proceeding arising out of or connected with the Assigned Leases or the Obligations), and (b) against and from any and all claims and demands whatsoever which may be asserted against the Assignor by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants and conditions contained in any of the Assigned Leases.

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