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1. As collateral security for the payment of all Obligations of Borrower to Lender, Borrower does hereby assign, transfer and set over unto Lender all of its right, title and interest, legal and equitable, as lessee under the aforesaid Lease, together with all rights, privileges, benefits and appurtenances incidental thereto. TO HAVE AND TO HOLD unto the Lender until all Obligations of Borrower to Lender are paid in full and the Loan Agreement is terminated in writing by Lender.

2. Notwithstanding the foregoing terms and provisions, Borrower may possess and enjoy the Leased Premises in accordance with the terms of the Lease without interruption or intervention by Lender so long as there is no default by Borrower under the Note referred to hereinabove or any other document given by Borrower in connection with the loan and Borrower faithfully abides by, performs and discharges each and every obligation as lessee under the Lease.

3. Upon the occurrence of any such event of default, at the option of Lender, in addition to such other rights and remedies as may be afforded to Lender by law or in equity, Borrower acknowledges and agrees that Lender shall have the right, without giving notice to or obtaining the consent of Borrower, to declare this Assignment to be absolute and unconditional and, thereafter, to enter upon and take possession of the Leased Premises itself or by or through any agents or assigns, in which event Borrower agrees peacefully to surrender and vacate the Leased Premises, together with all improvements, appurtenances, (furnishings, fixtures, inventory, supplies) materials and other property of Borrower then

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