

above-described premises (hereinafter referred to as the "Mortgage").

B. Payment of all other sums, with interest thereon, becoming due and payable to the Assignee under the provisions of this Assignment or of the Note and Mortgage.

C. The performance and discharge of each and every obligation, covenant and agreement of the Assignor contained herein, in the Note and Mortgage and in the Loan Agreement executed in connection with the Note of even date herewith (hereinafter referred to as the "Loan Agreement").

The Assignor covenants with the Assignee to observe and perform all of the obligations imposed upon the lessor under leases assigned hereby and not to do or permit to be done anything to impair the security thereof; not to collect any of the rent, issues, income or profits arising from the Real Estate more than thirty (30) days in advance of the time when the same shall become due; not to execute any other assignment of lessor's interest in leases or assignments of rents of or from the Real Estate; not to subordinate any leases or right to receive rents to any encumbrance, or permit, consent or agree to such subordination; not to alter, modify or change the terms of any such lease having an unexpired term of more than one (1) year, or give any consent or exercise any option required or permitted by such terms, or cancel or terminate any such lease, or accept a surrender thereof, or convey or transfer, or suffer or permit a conveyance or transfer of, the premises demised thereby, or of any interest therein, so as to effect, directly or indirectly, proximately or remotely, a merger of the estates

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