

and rights of, or a termination or diminution of the obligations of, any lessee thereunder; not to alter, modify or change the terms of any guaranty of any lease having an unexpired term of more than one (1) year, or cancel or terminate such guaranty; not to consent to any assignment of or subletting under any such lease having an unexpired term of more than one (1) year, whether or not in accordance with its terms; at the Assignee's request, to assign and transfer to the Assignee any and all subsequent leases upon all or any part of the Real Estate, and to execute and deliver at the request of the Assignee all such further assurances and assignments as the Assignee shall from time to time require.

This Assignment is made on the following terms, covenants and conditions:

1. So long as there shall exist no default by Red Roof in the payment of the principal sum, interest and indebtedness secured hereby or in the Assignor's performance of any obligation, covenant or agreement contained herein or in the Note and Mortgage or Loan Agreement, the Assignor shall have the right to collect, not more than thirty (30) days in advance of the date provided for the payment thereof, all rents, income and profits arising from the Real Estate, and to retain, use and enjoy the same.

2. Upon or at any time after default in the payment of the principal sum, interest and indebtedness secured hereby or in the Assignor's performance of any obligation, covenant or agreement herein or in the Loan Agreement, Note and Mortgage, the Assignee, without in any way waiving such default, may, at