

WHEREAS, the Owner and Tenant have granted unto the Mortgagee a Mortgage and Security Agreement dated as of November 1, 1984 (the Mortgage) in order to induce the issuance of the Note and to secure the repayment thereof; and the Owner is now minded to further secure the repayment of such indebtedness by this Assignment to which the Tenant agrees and consents;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the foregoing and of the sum of One Dollar (\$1.00) paid by Mortgagee to Owner, the receipt whereof is hereby acknowledged by Owner, the said Owner hereby assigns, transfers and sets over unto Mortgagee the said lease, as additional security; and for the consideration aforesaid, the Owner hereby covenants and agrees to and with Mortgagee that it will not, without the written consent of Mortgagee,

- (a) Cancel said lease or accept a surrender thereof unless the Owner and the Tenant shall execute a new lease which shall go into effect prior to or simultaneously with said cancellation and surrender, said new lease to provide for a rental not less than the rent payable under the cancelled lease and which shall not diminish the Tenant's obligation to pay taxes and insurance to the extent that such obligations may exist under the cancelled lease, and which new lease shall run to a date which shall not be

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