

ASSIGNMENT:

FOR and in consideration of the amount of Ten Dollars (\$10.00) cash in hand paid, the agreement by Assignee to loan \$7,500,000.00 to Assignor as provided in the Note, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby absolutely and irrevocably assigns, conveys, transfers and sets over to Assignee all of Assignor's right, title, estate and interest in and to the Leases and the Rents; provided, however, that such assignment shall not impose upon Assignee any duty to produce rents from the Property, and such assignment shall not cause Assignee to be a "mortgagee in possession" for any purpose.

2. Assignee hereby confers upon Assignor the license to (i) collect, not more than thirty days prior to the due date thereof, retain and make disposition of the Rents, and (ii) amend, modify, terminate and deal with the Leases and execute new leases of portions of the Property, all for the benefit of Assignee; provided, however, that Assignor may not amend, modify, terminate or deal with any of the Leases or, with any one tenant, enter into any new lease or leases of more than 20,000 square feet (in the aggregate) of net rentable area of the improvements on the Real Estate without Assignee's express written consent, the giving of which consent shall not be unreasonably withheld or be delayed. Assignee shall give such consent (by telegram, telecopier or other comparable electronic means, with all payments therefor having been made) within ten consecutive days after Assignee has received written request therefor, or Assignee shall be deemed to have given such consent. Assignee shall have the right, exercisable without any obligation to give written notice to Assignor, to revoke Assignor's license hereunder and to collect, retain and make disposition of the Rents without taking possession of all or any part of the Property, automatically upon the happening of an event of default under the First Note, the First Mortgage, the Note or the Purchase Money Second Mortgage and expiration of the applicable cure period or periods, without such default having been cured. Assignee's right to collect rents as hereinabove provided shall not grant to Assignee the right to possession, nor shall such right impose upon Assignee the duty to produce Rents or maintain the Property in whole or in part.

3. Assignor hereby irrevocably directs any tenant under any lease relating to the Property, upon demand and notice from Assignee (which notice Assignee may give at any