

Section 1.19 Certain Agreements Concerning
Ground Lease Parcels and Leasehold Parcels.

(a) The Company shall not, with respect to the leases of the Ground Lease Parcels and/or the Leasehold Parcels (as defined in the Purchase Agreement referred to in Section 3.01(e) hereof), amend, modify, terminate or cancel the same nor surrender the leasehold estate created thereby without, in each instance, the prior written consent of the Beneficiary, which consent will not be unreasonably withheld.

(b) The fee title to the property demised by the leases of the Ground Lease Parcels and the Leasehold Parcels and the leasehold estates thereunder shall not merge, but shall remain separate and distinct, notwithstanding the union of the aforesaid estates either in the lessor or the lessee under any such lease or in a third party by purchase or otherwise.

ARTICLE II

Assignment of Rents

Section 2.01 Assignment of Rents. The Company hereby assigns and transfers to the Beneficiary all rents included as a part of the Trust Estate, and hereby gives to and confers upon the Beneficiary the right, power and authority to collect such rents. The Company irrevocably appoints the Beneficiary its true and lawful attorney-in-fact, at the option of the Beneficiary at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of the Company or the Beneficiary, for all such rents and apply the same to the indebtedness secured hereby; provided, however, that the Company shall have the right to collect such rents at any time prior to the occurrence of an Event of Default, or any event which with notice or lapse of time or both would become such Event of Default, under this Indenture. The foregoing assignment of rents is intended to be an absolute assignment from the Company to the Beneficiary and not merely the passing of a security interest. The rents are, subject as aforesaid, assigned absolutely by the Company to the Beneficiary subject only to the terms of this Indenture.

Section 2.02 Collection Upon Default. Upon the occurrence of any Event of Default hereunder, the Beneficiary may, at any time without notice, either in person, by agent