

Notwithstanding anything hereinabove set forth, but in furtherance thereof, Borrower hereby agrees to execute and deliver in favor of Lender on the Conversion Date (as that term is hereinafter defined) an Assignment of Lessor's Interest in Lease assigning to Lender all leases which affect the Premises and which leases generate a minimum rentable income, net of expenses, equal to 110% of the monthly debt service payment of the Indebtedness subsequent to the Conversion Date. Borrower covenants and agrees that on the Conversion Date, Borrower and lessees shall have executed leases which will be in full force and effect, all prior approved by Lender, guaranteeing the aforesaid amount of net rentable income. Notwithstanding (continued on next page)

(b) The Borrower shall not execute an assignment of the income, rents, issues or profits, or any part thereof, from the Premises unless the Lender shall first consent to such assignment and unless such assignment shall expressly provide that it is subordinate to the assignment contained in this Mortgage and any assignment executed pursuant hereto or concerning the Indebtedness.

(c) The Borrower shall furnish to the Lender, within ten (10) days after a request by the Lender to do so, a sworn statement setting forth the names of all lessees and tenants of the Premises, the terms of their respective leases, tenant contracts or rental agreements, the space occupied, the sales, and the rentals payable thereunder, and stating whether any defaults, off-sets or defenses exist under or in connection with any of said leases, tenant contracts or rental agreements. Any and all leases, tenant contracts and rental agreements affecting the Premises shall provide for giving by the lessees or tenants thereunder of certificates with respect to the status of such leases, tenant contracts or rental agreements, and the Borrower shall exercise the Borrower's right to request such certificates within five (5) days of any demand therefor by the Lender.

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