

limited in amount to the rent due from Assignor to South Bayshore Associates under the lease of such properties by South Bayshore Associates to Assignor. Assignor hereby irrevocably authorizes and instructs each lessee, sublessee or sublicensee under the Leases to pay all rents, charges and other sums payable to Assignor that are due or become due under the Leases to Assignee or as Assignee directs. Assignor shall sign such further documents or instructions as may be necessary in order that each lessee, sublessee and sublicensee under the Leases so pay to Assignee or as Assignee directs all rents, charges and other sums payable to Assignor under the Leases. Assignor hereby irrevocably appoints Assignee its true and lawful attorney-in-fact, at the option of Assignee, at any time to demand, receive and enforce payment, to give receipts, releases and satisfactions and to sue, either in the name of Assignor or in the name of Assignee, for and collect all such income, rents, issues, and profits. Assignee shall not be liable for any failure to collect rents, issues and profits from the Leases and the Leased Property, or any failure to enforce performance of the lessee's, sublessee's or sublicensee's obligations under any of the Leases, or any failure to manage, operate, maintain, repair or control the Leased Property. Assignee shall be required to account for only such rents, issues and profits as Assignee actually collects.

Except as described above, Assignor hereby covenants and warrants with Assignee that at the execution and delivery hereof the Collateral is owned by Assignor free from all encumbrances whatsoever other than Permitted Encumbrances as defined in the Collateral Agreement (herein called the "Permitted Exceptions"); that it has good and lawful right to assign and convey the Collateral; and that it and its successors and assigns will forever warrant and defend, subject to the Permitted Exceptions, the Collateral against all claims and demands whatsoever.

2. Covenants and Agreements of Assignor. And Assignor further, to protect the security so long as this Assignment is in effect, covenants with Assignee, as follows:

(a) Performance and Enforcement by Assignor. Assignor shall faithfully abide by, perform, observe and discharge in all material respects each and every obligation, covenant, condition and agreement in the Leases to be performed by Assignor as lessor, sublessor or sublicensor thereunder; give prompt notice to Assignee of any notice of default on the part of Assignor as lessor, sublessor or sublicensor received by Assignor with respect to any of the Leases and send Assignee an accurate and complete copy of each such notice; at the sole cost and expense of Assignor, use its best efforts to obtain the performance and observance in all material respects of each and every obligation, covenant, condition and agreement in the Leases to be performed by the lessees, sublessees or sublicensees thereunder; not agree to modify any formula for rent payable under any of the Leases or otherwise to modify, amend or in any way alter in

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