WHEREAS Reliance, as a condition to accepting the assignment of said mortgage loan has required as additional security for said loan a conditional assignment of Owner's interest in said leases;

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

- (a) Cancel said lease(s) or accept a surrender thereof unless the Owner and said Lessee(s) shall execute a new lease which shall go into effect prior to or simultaneously with said cancellations and surrenders, said new lease(s) to provide for a rental of not less than the rent payable under the cancelled lease(s) and which shall not diminish the tenants' obligation to pay taxes and insurance to the extent that such obligations may exist under the cancelled lease(s). Owner covenants and agrees to assign said new lease(s) to Reliance in the same form and manner as he assigned the cancelled lease(s).
- (b) Reduce the rent, nor accept payments of any installment of rent in advance of the due date thereof.
 - (c) Modify the said leases, either orally or in writing.
- (d) Consent to an assignment of the interest of the Lessee(s) in said lease which will relieve the tenants of the liability for payment of rent and the performance of the terms and conditions of the leases.

 (Continued on next page)