

herewith in the principal amount of Two Million and no/100
(\$ 2,000,000.00) Dollars made by Assignor and
payable to the order of Assignee, with interest at the rate or rates therein
provided, both principal and interest being payable as therein provided, and
all amounts remaining unpaid thereon being finally due and payable on or
before March 1, 2001, ~~unless such note is purchased by~~
~~in which event the~~
~~maturity date shall be extended as provided in said note but in no event shall~~
~~it be later than~~ 19 and containing a provi-
sion for the payment of a reasonable additional amount as attorneys' fees, and
all other notes given in substitution therefor or in renewal or extension
thereof, in whole or in part, such note and all other notes given in substitu-
tion therefor or renewal or extension thereof, in whole or in part, being
hereinafter called the "Note"; and (b) all indebtedness now or hereafter
incurred arising pursuant to the provisions of a First Mortgage and Security
Agreement of even date herewith (hereinafter called the "Mortgage") made by
Assignor to secure the payment of the Note and covering the Subject Property
and certain other property described therein; SUBJECT, HOWEVER, to the terms,
provisions and conditions herein set forth.

1. Assignor hereby represents, covenants and warrants unto Assignee
that Assignor is the sole owner of the entire lessor's interest in the Leases,
that Assignor has not executed any prior assignments of the Leases or the
rents, rentals and other sums of money that become due and payable thereunder;
that no rent reserved in the Leases or any of them has been assigned or
anticipated and no rent for any period subsequent to the date of this assign-
ment has been collected in advance of the time when the same became due under
the terms of the applicable Lease; that Assignor has performed no act or
executed any other instrument which might prevent Assignee from enjoying and
exercising any of its rights and privileges evidenced hereby; that Assignor
has not executed or granted any modifications or extensions whatsoever of any
of the Leases, except as set forth in Schedule I hereto; that each of the
Leases described in Schedule I hereto is valid and subsisting and in full
force and effect; that there exists no defense, counterclaim or set off to the
payment of the rent under the Leases; and that there are no defaults now
existing under the Leases and no event has occurred which with the passage of
time or the giving of notice, or both, would constitute a default.

2. Assignor agrees that, so long as the indebtedness evidenced by
the Note or any part thereof shall remain unpaid, Assignor will make no
assignment, pledge or disposition of the Leases or the rents, rentals and
other sums of money that become due and payable thereunder; nor will Assignor
subordinate any of the Leases to any deed of trust or mortgage or any other
encumbrance of any kind or permit, consent or agree to such subordination; nor
will Assignor reduce the rent, rentals or other sums of money payable under
any of the Leases, modify, alter or amend the leases or give any consent,
concession or waiver or exercise any option required or permitted by the terms
of any of the Leases; nor will Assignor cancel or terminate any of the Leases,
accept a surrender thereof or convey or transfer or suffer or permit a con-
veyance or transfer of the premises devised thereby or of any interest therein
so as to effect directly or indirectly, proximately or remotely, a merger of
the estates and rights of, or a termination or diminution of the obligations
of lessee thereunder; nor will Assignor consent to an assignment or sublease
of the interest and estate of the lessees under any of the Leases, whether or

1
R
B
B

1328-RV-2