

does hereby assign and transfer unto the said Assignee the lease described in Exhibit B hereto annexed, together with all rents, income and profits arising therefrom and together with all guarantees of said lease and together with all moneys now or hereafter deposited with and any other security now or hereafter given to Assignor to secure Tenant's or Lessee's performance of said lease.

TO HAVE AND TO HOLD the same unto the Assignee, and to the successors and assigns of the Assignee, as collateral security for (a) the payment of the principal and interest provided to be paid in said note and (b) for the payment of any and all indebtedness owing to the Assignee, whether now existing or hereafter arising, direct or contingent, by way of direct indebtedness or guaranty or endorsement.

AND the Assignor hereby covenants that it will not alter, modify or change said lease or reduce the rent or other charges payable thereunder, or cancel, surrender or terminate the same, without the prior written consent of the Assignee, and the Assignor hereby further covenants that it will not institute any proceedings for the dispossession or eviction of the Tenant under said lease without the prior consent in writing of the Assignee thereto. AND the Assignor hereby further covenants that it will not, without the prior written consent of the Assignee, accept or collect any rent under said lease, by way of prepayment or otherwise, prior to its accrual under said lease. AND the Assignor hereby further covenants that it will not modify or cancel or terminate any guaranty of said lease or release any guarantor