

covenant and condition of the Lease to be performed or observed by Lessee; and (iv) appear in and defend any action growing out of, or in any manner connected with, the Lease or the obligations or liabilities of Borrower, as Lessor thereunder, or of the Lease or any guarantor thereunder.

2. The rights assigned hereunder include all of Borrower's right and title (i) to modify the Lease; (ii) to terminate the term or to accept the surrender thereof; (iii) to waive, or release the Lessee from, the performance or observance by the Lessee of any obligation or condition of the Lease; (iv) to permit the prepayment of any rents under the Lease for more than thirty (30) days prior to the accrual thereof; and (v) to give any consent to any assignment by the Lessee of the Lease or to sublease any part or portion of the Premises.

3. Borrower will not (i) modify the term of the Lease or accept the surrender thereof unless required to do so by the terms of the Lease; (ii) permit the Lessee to anticipate the payment of any rents under the Lease by Lessee or any sublessee for more than thirty (30) days prior to accrual; (iii) waive, or release Lessee or any sublessee from, the observance or performance of any obligation to be performed by either under the terms of the Lease or liability on account of any warranty given by either of them.

4. Upon the occurrence of any one of the following events (herein called an "event of default"):

- (i) the failure by Borrower to perform or observe any covenant of Borrower contained in this assignment, in any instrument evidencing any debt secured by this assignment, or in the Mortgage;
- (ii) should any warranty of Borrower herein contained or contained in any evidence of debt given by Borrower to Lender and secured by, or contained in Mortgage, prove untrue or misleading in any material aspect;

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