

viously assigned to Jefferson Standard Life Insurance Company as security for a loan made by said company. Except for such prior assignment and the rights of the holder thereof, Owner hereby covenants and warrants to Assignee that it has not executed any prior assignment or pledge of the rents, issues or profits of the mortgaged premises, nor any prior assignment or pledge of its interest in any lease of the whole or any part of the mortgaged premises (and will not execute any future assignment or pledge of such nature) and that, to the best of Owner's knowledge, the leases now executed are in full force and effect with no modification or amendments thereto, other than as previously disclosed to Assignee, and with no default thereunder. Owner also hereby covenants not to collect the rents of the said mortgaged premises in advance, other than as required to be paid in advance by the terms of the rental agreements under which they are payable, and further covenants that it will not, without the prior written consent of Assignee, cancel, surrender or amend the provisions of any lease of any portion of the mortgaged premises if such cancellation, surrender or amendment would adversely affect the rent payable for the space leased thereunder unless such action would improve the tenant mix in the shopping center on the mortgaged premises, and will not do any act which would destroy or impair the benefits to Assignee of this Assignment.

6. This Assignment shall remain in full force and effect as long as the mortgage indebtedness remains unpaid in whole or in part. When such indebtedness has been paid in full, this Assignment shall automatically become of no further force or effect without the necessity of any further document being executed, or any other action being taken, by either Owner or Assignee.

7. The provisions of this instrument shall be binding upon Owner and its legal representatives, successors and assigns and shall inure to the benefit of Assignee and its successors and assigns. The word "Owner" shall be construed to mean any one or more persons or parties who are holders of the legal title or equity of redemption to or in the aforesaid mortgaged premises.

8. No lessee need determine whether or not a default has occurred making this Assignment operative, but shall pay over the rent to Assignee upon notice from it to do so, and upon so doing shall be relieved from liability therefor to Owner in all respects.

9. Upon request by Assignee, Owner will use its reasonable efforts to obtain agreements from any specifically named (by Assignee) lessee of more than 10,000 square feet space in the mortgaged premises that such lessee will give to Assignee, at Assignee's address, a copy of any communication to Owner requesting performance or relating to any default by Owner in connection with its lease of the mortgaged premises. Owner will give to Assignee, promptly upon Owner's receipt of same, a copy of any communication from any lessee of space in the mortgaged premises alleging a default by Owner, as landlord.

10. In each instance in this Assignment where the consent of the Assignee is required, Assignee, by its acceptance hereof, agrees with Owner not to unreasonably withhold, or to unreasonably delay in granting, such consent.