

1138-275

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 conveyance or transfer of the premises demised 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 not in accordance with its terms; nor will Assignor modify or change the terms of any guaranty of any of the Leases or cancel or terminate such guaranty; nor will Assignor enter into additional leases covering any portion of the Subject Property except on the standard form lease approved by Assignee without first having obtained the written consent of Assignee; and any such acts, if done or permitted to be done without the prior written consent of Assignee, shall be null and void.

3. Assignor covenants with Assignee to observe and perform all the obligations imposed upon the lessors under the Leases and not to do or permit to be done anything to impair the security thereof; to exercise any option or election contained in or relating to any of the Leases which Assignee shall require; at Assignee's request to assign and transfer to Assignee by specific Collateral Assignment of Leases, in the form of this Collateral Assignment of Leases, any and all subsequent Leases upon all or any part of the Subject Property (it being understood and agreed that no such specific assignment shall be required for such subsequent Leases to be covered by and included within this Collateral Assignment of Leases as provided herein); and to execute and deliver at the request of Assignee all such further assurances and assignments in the premises covered by the Leases as Assignee shall from time to time require.

4. Assignee shall have the right, power and privilege (but shall be under no duty) immediately to demand, collect and sue for, in its own name, or in the name of Assignor, all rents, rentals and other sums of money due and payable under the Leases, as they become due and payable, including those past due and

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