

made by the Purchaser from time to time to the Collection Accounts maintained for each of the Properties listed in Exhibit A ("Collection Accounts") (it being the intent of the parties hereto that a segregated Collection Account be established and maintained for each of the Properties set forth on Exhibit A), established with you as agent pursuant to the terms of the Collection Agreement for the purpose of permitting you to make payments from the Collection Accounts upon and to service the indebtedness evidenced and secured by the Senior Underlying Obligations and certain other permitted obligation as described in "Exhibit C" attached hereto (the "Permitted Obligations") for the respective Properties, you hereby agree as follows:

1. You shall not make any disbursements from any or all of the Collection Accounts, directly or indirectly, to or for the benefit of or with respect to any of the Permitted Obligations for the respective Properties, unless and until you have disbursed to the undersigned an amount sufficient to pay in full all amounts on or before the dates the same become due and owing the

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