

Stewart Title Insurance Company
ST14-20816

COLLATERAL ASSIGNMENT OF LEASES AND RENTALS

This Assignment made this June 20, 2014, by [REDACTED] ST [REDACTED] H STREET, LLC, with a place of business at 127 East 59th Street, 3rd Floor, New York, New York 10022, jointly and severally (if more than one) hereinafter referred to as "Assignor", to N [REDACTED] YORK COMMERCIAL BANK, with an address at One Jericho Plaza, Jericho, New York 11753, hereinafter referred to as "Assignee".

WITNESSETH:

For value received, the Assignor hereby grants, transfers and assigns to Assignee, the lease or leases, with amendments, if any, described in Schedule A attached hereto, (said lease or leases hereinafter referred to as "the Leases") which leases cover portions of all of the real property described in Schedule B, hereinafter referred to as "the Premises", and any extensions and renewals thereof, if any and all rents, income and profits arising from said leases and extensions and renewals thereof, if any, and any guarantees of the Lessee's obligations under any thereof, and all rents, income and profits arising from said leases and extensions and renewals thereof, if any, together with all rents, income and profits due or to become due from the Premises and from any and all leases or tenancies for the use and occupation of the Premises or any part thereof which are now in existence or which may be created in the future during the term of this Assignment, whether or not recorded; together with and including the Lessor's entire interest in any lease, tenancy, rental or occupancy agreement now existing or which may be made hereafter affecting the Premises, and together with all the right, power and authority of Assignor to alter, modify, change or terminate the term thereof or accept a surrender thereof or to cancel the same or to waive, or release the Lessee from, the performance or observance by the Lessee of any obligation or condition thereof or to anticipate rents or any other payments thereunder for more than thirty (30) days prior to accrual, without the prior written consent of Assignee; for the purpose of securing (a) payment of all sums now or at any time hereafter due Assignee as evidenced by a note of even date herewith, including any extensions or renewals thereof (the "note") and secured by a mortgage to Assignee of the Premises of even date herewith (the "mortgage") which mortgage will be recorded on the date that this instrument is recorded and (b) performance and discharge of each and every obligation, covenant and agreement contained herein and in the mortgage and the note. (SEE ATTACHED MORTGAGE SCHEDULE)

The Assignor and Assignee further agree as follows:

1. Assignor shall not alter, modify or change the Leases or terminate the term thereof or accept a surrender thereof or cancel the Leases (except in the ordinary course of business) or waive or release the Lessee from the performance or observance of any obligation or condition thereof or anticipate rents, or any other payments thereunder for more than thirty (30) days prior to accrual without the prior written consent of Assignee.
2. The Assignor will fulfill or perform each and every condition and, covenant of the Leases by Assignor to be fulfilled or performed, give prompt notice to Assignee of any notice of default by the Assignor under the Leases received by the Assignor together with a complete copy of any such notice and at the sole cost and expense of the Assignor, enforce the performance or observance of each and every covenant and condition of the Leases by the Lessee to be performed or observed.