

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that _____, a Pennsylvania _____, with its principal offices at _____ (hereinafter referred to as "Assignor"), in consideration of the sum of One Dollar (\$1.00) paid by the JUMPSTART GERMANTOWN, LLC, a Pennsylvania limited liability company, with its principal offices at 6825 Germantown Avenue, Philadelphia, Pennsylvania 19119 (hereinafter referred to as "Assignee"), hereby conditionally conveys, transfers and assigns unto Assignee, its successors and assigns, all the rights, interest and privileges, (a) which Assignor as lessor has and may have in any leases now existing or hereafter made and affecting the property located at _____, and described in Exhibit "A" (hereinafter referred to as the "Property") or any part thereof, as such leases may have been, or may from time to time be hereafter, modified, extended and renewed, with all rents, income and profits due and becoming due therefrom, and (b) which Assignor has and may have by virtue of any guaranty or surety agreement with respect to the tenant's obligations under any of such leases, as such guaranties or surety agreements may have been, or may from time to time be hereafter, modified and extended. Assignor will, on request of Assignee, execute assignments of any future leases affecting any part of such real property and assignments of any guaranties or surety agreements made in connection therewith.

1. This Assignment is made as security for: (a) the full, timely and faithful performance of all obligations of Assignor under the Mortgage Note (the "Note") to Assignee in the original principal sum of _____ Dollars (\$_____.00) of even date herewith; (b) other collateral documents in connection with the foregoing, including an Open-End Mortgage and Security Agreement (the "Mortgage") from Assignor to Assignee of even date herewith secured by the Property; and (c) such other obligations between Assignor and Assignee as exists on the date hereof or as may hereinafter arise. The Note, Mortgage, and other collateral documents, as amended, are hereinafter sometimes collectively referred to herein as the "Authority Loan Documents."

2. The acceptance of this Assignment and the collection of rents or the payments under the leases or any sums under any guaranties or surety agreements hereby assigned shall not constitute a waiver of any rights of Assignee under the terms of the Note. It is expressly understood and agreed by the parties hereto that before default occurs under the terms of the Note, Assignor shall have the right to collect such rents, income and profits from the aforementioned leases, guaranties and surety agreements and to retain, use and enjoy the same, in trust to be applied to payment of (a) real estate taxes and assessments upon the Property; (b) cost of maintaining the insurance policies on the Property required under the Mortgage; (c) maintenance and repair of the Property; and (d) the payment of any sums which may become due and payable under the Note and Mortgage by Assignor together with the other expenses and obligations of the Property; provided, however, that even before default occurs no rents more than one (1) month in advance shall be collected or accepted without the prior written consent of Assignee.

3. Anything to the contrary notwithstanding, after an Event of Default under the Authority Loan Documents, Assignor hereby assigns to Assignee any award made hereafter to it in any court procedure involving any of the lessees in any bankruptcy, insolvency, or

reorganization proceedings in any State or Federal court, and any and all payments made by lessees in lieu of rent and hereby appoints Assignee as its irrevocable attorney-in-fact to appear in any action and/or to collect any such award or payment.

4. Assignor, in the event of default in the performance of any of the terms and conditions of the Note and Mortgage, beyond any applicable cure or grace period, hereby authorizes Assignee, at its option, to enter and take possession of the Property and to manage and operate the same, to collect all or any rents, income or profits accruing therefrom and from such leases, to collect all or any sums due or becoming due under such guaranties and surety agreements, to let or relet the Property or any part thereof, to cancel and modify leases, guaranties and surety agreements, evict tenants, bring or defend any suits in connection with the possession of the Property in its own name or Assignor's name, make repairs as Assignee deems appropriate, and perform such other acts in connection with the management and operation of the Property as Assignee, in its sole discretion, may deem proper, subject to the rights of the Prior Lender described in the Mortgage.

5. The receipt by Assignee of any rents, income or profits pursuant to this instrument after the institution of foreclosure or sale proceedings under the Mortgage shall not cure such default or affect such proceedings or any sale pursuant thereto.

6. Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of such leases, and Assignor hereby agrees to indemnify Assignee for, and to save it harmless from, any and all liability arising from any of such leases, guaranties, surety agreements or from this Assignment, and this Assignment shall not place responsibility for the control, care, management or repair of the Property upon Assignee, or make Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or other person.

7. Assignor covenants and represents that: (a) it has title to, and full right to assign such leases and the rents, income and profits due or to become due thereunder; (b) to the best of its knowledge, the terms of such leases have not been changed from the terms in the copies of form of such leases submitted to Assignee for approval, if any; (c) to the best of its knowledge, no other assignment of any interest therein has been made, except as set forth herein or in the Mortgage other than to National Penn Bank and the County of Montgomery; (d) to the best of its knowledge, there are no existing defaults under the provisions thereof and none of such leases have been canceled; (e) it has not collected any of the rents, income and profits for a period of more than one (1) month in advance, and it shall not discount or compromise any of such rents, income or profits to become due; and (f) it will not hereafter, except in the regular course of business of leasing and managing residential real estate, cancel, surrender or terminate any of such leases, exercise any option which might lead to such termination, or change, alter or modify them, or consent to the release of any party liable thereunder or to the assignment of the lessees' interest under such leases without the prior written consent of Assignee, and with respect to modification of leases, such consent shall not be unreasonably withheld or delayed.

8. Assignor hereby authorizes Assignee to give notice in writing of this assignment at any time to any tenant under any of such leases and to any guarantor of such leases. Assignor

hereby consents to any such tenant or guarantor paying all rent, income and profits to Assignee following receipt by such tenant or guarantor of a notice from Assignee that Assignor is in default under the Note, Mortgage or this Assignment, and Assignor waives any right to demand from any such tenant or guarantor, payment to Assignor of such rent, income or profits after Assignee has sent any such notice to such tenant or guarantor.

9. Violation of any of the covenants, representations and provisions contained herein by Assignor shall be deemed a default under the terms hereof and of the Note and Mortgage.

10. Default by Assignor under any of the material terms of the leases assigned herein, beyond any applicable cure or grace period, shall be deemed a default under the terms hereof and of the Note and Mortgage. Any expenditures made by Assignee in curing such a default on Assignor's behalf, with interest thereon at the rate of ten (10%) percent per annum, shall become immediately due and payable to Assignee and shall be secured by this Assignment and the Mortgage.

11. The full performance of the Mortgage and the duly recorded satisfaction or release of the Property described therein shall render this Assignment automatically void with respect to the Property or portion thereof described in any such satisfaction or release.

12. The net proceeds collected by Assignee, after reimbursement of expenses incurred by Assignee, under the terms of this instrument shall be applied in reduction of the entire indebtedness from time to time outstanding and secured by the Mortgage.

13. The term "lease" shall mean and refer to any lease of all or any portion of the Property as well as any sublease of all or any portion of the Property and any license, concession or other agreement with respect to the use, occupancy or utilization of all or any portion of the Property. The term "rent" shall mean and refer to all rent, license fees or charges, concession fees or charges, and all other payments of any kind (including, without limitation, security deposits to the extent that they may be lawfully assigned, and all payments made on account of operating expenses and real estate taxes and other similar items whether categorized as rent, additional rent or otherwise) with respect to the use, occupancy or utilization of all or any portion of the Property.

14. The Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the Property described herein and any assignee of the Mortgage referred to herein.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Leases and Rents to be executed this ____ day of _____, 20____.

ASSIGNOR:

BY: _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

SS

On the ___ day of _____, 20_____, before me, a notary public in and for the Commonwealth and County aforementioned, the undersigned officer, personally appeared _____, who acknowledged that he/she is the _____ of _____, a Pennsylvania _____, who executed the foregoing document for purposes therein contained by signing his/her name thereto for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.

(seal)

Notary Public

My Commission expires:

PRINT OR TYPE NAME

_____.