

CONDITIONAL ASSIGNMENT OF LEASES AND RENTS - Page 2 --

addition, any future lease or leases, whether written or oral, affecting the said property as additional security for the repayment of said loan;

NOW, THEREFORE, in consideration of the foregoing and the sum of One (\$1.00) Dollar paid by Provident Life and Accident Insurance Company (the receipt of which is hereby acknowledged), the said LAWYERS OFFICE BUILDING, INC., hereby assigns, transfers and sets over unto the PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY the leases, both written and oral, entered into as set forth above, together with any and all extensions or renewals thereof, and any future lease or leases, whether written or oral, affecting said property as additional security, and for the consideration aforesaid LAWYERS OFFICE BUILDING, INC., hereby covenants and agrees to and with the PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY that it shall not, without the written consent of Provident Life and Accident Insurance Company:

- (a) Cancel said leases;
- (b) Accept a surrender thereof;
- (c) Reduce the rent;
- (d) Modify the said leases in any way, either orally or in writing;
- (e) Grant any concession in connection with the said leases, either orally or in writing;
- (f) Consent to an assignment of the Lessees' interests in said leases or to a sub-letting, except as may be provided in said leases;
- (g) Do or cause to be done any of the things immediately above in connection with any future lease or leases hereafter entered into in connection with the said property.

The PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, by accepting this assignment, covenants and agrees to and with the LAWYERS OFFICE BUILDING, INC., that, until a default shall occur