

- (b) Accept a surrender thereof, or, of the premises demised thereby;
- (c) Increase the rent;
- (d) Modify the said Lease in any way, either orally or in writing;
- (e) Grant any concession in connection with said Lease, either orally or in writing;
- (f) Consent to an assignment of LESSEE'S interest in the said Lease, or to a sub-letting;
- (g) Collect, or accept payment of, rent under the said Lease in advance, except as required to be paid in advance by the terms of the Lease; and in consideration of the foregoing and of the sum of One Dollar (\$1.00) paid by PRUDENTIAL to LESSEE, the receipt whereof is hereby acknowledged by LESSEE, LESSEE hereby covenants and agrees to and with PRUDENTIAL that LESSEE will not, without the written consent of Prudential,

- (a) Cancel said Lease;
- (b) Surrender said Lease, or the premises demised thereby;
- (c) Consent to an increase in the rent;
- (d) Modify the said Lease in any way, either orally or in writing;
- (e) Assign said Lease, or sub-let the premises demised thereby;
- (f) Pay rent in advance;

and any of the above acts, if done without the written consent of PRUDENTIAL, shall be null and void.

PRUDENTIAL, by acceptance of this Assignment, covenants and agrees to and with OWNER that, until an event of default as defined in said Agreement shall occur and be continuing, OWNER may receive, collect and enjoy the rents, issues and profits accruing under said Lease; but it is covenanted and agreed by OWNER, for the consideration aforesaid, that, upon the happening of any default under any Note, the Agreement or hereunder, PRUDENTIAL may, at its option, receive and collect all the said rents, issues and profits, and OWNER, hereby authorizes PRUDENTIAL at its option to enter upon the said leased premises by its officers, agents or employees for the collection of the rents and for the operation and maintenance of said leased premises, OWNER hereby authorizing PRUDENTIAL in general to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that OWNER might reasonably so act. PRUDENTIAL shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within Assignment and from the leased premises, to any amounts due PRUDENTIAL from LESSEE under the terms and provisions of the aforesaid Note and Agreement. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of PRUDENTIAL.

OWNER hereby covenants and warrants to PRUDENTIAL that OWNER has not executed any prior assignment of said Lease or rentals, nor has OWNER performed any acts or executed any other instrument which might prevent PRUDENTIAL from operating under any of the terms and conditions of this Assignment, or which would limit PRUDENTIAL in such operation; and OWNER further covenants and warrants to PRUDENTIAL that OWNER has not executed or

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