

- (b) Pay Bank the unpaid portion of any specifically assigned account or contract right if such a contract right is not paid promptly in accordance with its terms;
- (c) Join with Bank in executing a financing statement, notice, affidavit, or similar instrument in form satisfactory to Bank, and such other instruments as Bank may from time to time request, pay the cost of filing the same in any public office deemed advisable by Bank and give to Bank such financial statements, reports, certificates, and other data concerning its contracts as Bank may from time to time specify.

(6) Except as otherwise provided in the assignment or other writing, Borrower warrants in connection with each contract right covered by this Agreement:

- (a) It arises under an existing, binding, written contract between Borrower and Lessee and represents a bonafide transaction.
- (b) The title of Borrower to the contract right is absolute;
- (c) The contract right has not been transferred to any other person, and no person, except Borrower, has any claim thereto;
- (d) No set off or counterclaim to any monies due under such contract exists as of the date of the assignment.

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