

together with all rents (or payments in lieu of rents) payable under the said leases and all benefits and advantages to be derived therefrom to hold and receive them unto the Assignee.

The Assignor does hereby empower the Assignee, its agents or attorneys, to collect, sue for, settle, compromise and give acquittances for all of the rents that may become due under said leases and avail itself of and pursue all remedies for the enforcement of said leases and Assignor's rights in and under said leases as the Assignor might have pursued but for this assignment.

The Assignor warrants that said leases are in full force and effect, and that the copies thereof heretofore delivered to Assignee are true and correct copies, that Assignor has not heretofore assigned or pledged the same or any interest therein, and no default exists on the part of the Lessees, or the Assignor, as lessor, in the performance on the part of either, of the terms, covenants, provisions or agreements in said leases contained; that no rent has been paid by any of the Lessees for more than one month in advance, and that the payment of none of the rents to accrue under said leases has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by the Assignor directly or indirectly by assuming any Lessee's obligations with respect to other premises; that no security deposit has been made by Lessees under any of said leases except (none)

The Assignor waives any rights of set-off against the Lessee.

The Assignor agrees:

(a) that said leases shall remain in full force and effect irrespective of any merger of the interest of the lessor and lessee thereunder; and that it will not transfer or convey the fee title to said premises to any of the Lessees without requiring such Lessees, in writing, to assume and agree to pay the debt secured hereby in accordance with the terms, covenants and conditions of the note and mortgage hereinafter described;

(b) that if the leases provide for the abatement of rent during repair of the demised premises by reason of fire or other casualty, the Assignor shall furnish rental insurance to the Assignee, the policies to be in amount and form and written by such insurance companies as shall be satisfactory to the Assignee;

(c) not to terminate, modify or amend said leases or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof without the written consent of the Assignee and that any attempted termination, modification, or amendment of said leases without such written consent shall be null and void; this provision shall not apply to leases and tenancies for terms of three (3) years or less covering space of 6,000 square feet or less.

(d) not to collect any of the rent, income and profits arising or accruing under said leases in advance of the time when the same become due under the terms thereof;

(e) not to discount any future accruing rents;

(f) not to execute any other assignments of said leases or any interest therein or any of the rents thereunder;

(g) to perform all of Assignor's covenants and agreements as lessor under said leases and not to suffer or permit to occur any release of liability of the Lessees, or any rights to the Lessees to withhold payment of rent; and to give prompt notices