

THE ASSIGNOR COVENANTS with the Assignee to observe and perform all of its duties and obligations under and pursuant to the Agreement; not to alter, modify or change any of the terms or provisions of the Agreement, or consent to any such amendment, alteration or change, without the prior written consent of the Assignee; and not to assign or convey, or consent to the assignment or conveyance of, the Agreement without the prior written consent of the Assignee.

THIS ASSIGNMENT is made on the following terms, covenants and conditions:

1. So long as there shall exist no default by the Assignor in the payment of the principal sum, interest and indebtedness secured hereby and by said Note and Mortgage or in the performance of any obligation, covenant or agreement herein or in said Note, Mortgage and Loan Agreement or in the Agreement on the part of the Assignor to be performed which shall have continued beyond any applicable notice and/or grace period, if any, the Assignor shall have the right to collect at the time of, but not prior to, the date provided for the payment hereof, all revenues, income and profits arising under said Agreement and to retain, use and enjoy the same.

2. The Assignee shall not be obligated to perform or discharge, and Assignee does not hereby undertake to

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