

The Assignor hereby covenants and agrees that it will not, without the written consent of the Assignee, cancel the lease, terminate the lease, accept a surrender of the lease, accept prepayment of rent, reduce the rent reserved in the lease, modify the lease or consent to an assignment of the lessee's interest in the lease which would relieve the lessee of liability for the payment of rent or the performance of the terms and conditions of the lease; and any of the foregoing acts, if done without the written consent of the Assignee, shall be null and void.

It is further covenanted and agreed by the Assignor that there are no offsets or defenses to the rent payable by the lessee, pursuant to the terms of said lease.

It is further covenanted and agreed by the Assignor, that upon the happening of any default in said bond or note and mortgage, the Assignee may, at its option, receive and collect all the rents, issues and profits under said lease and the Assignor hereby authorizes the Assignee, upon the happening of any default in said bond or note and mortgage, to enter the said mortgaged premises, at the option of the Assignee, by its officers, agents and employees, for the collection of the rents, issues and profits, and for the operation and maintenance of the mortgaged premises, and the Assignor hereby authorizes the Assignee in general to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent as the Assignor might do. The Assignee shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of this Assignment and from the mortgaged premises, to the amounts due the Assignee. The manner of applying said income and the items which shall be credited, shall be within the sole discretion of the Assignee.

The Assignor covenants and warrants to the Assignee that it has not executed any prior assignment of said lease or rents and has not performed and will not perform any acts, and has not executed and will not execute any other instrument which might prevent the Assignee from operating under this Assignment or which might limit the Assignee in such operation.

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