

Assignee may, at its option, thereupon and from time to time, so long as any default or defaults continue to exist, exercise all of the rights and privileges of Assignor under any or all of said Lease and Operating Agreements, including the right to collect any rent or other sums then due or thereafter becoming due and payable thereunder.

2. Upon demand by Assignee, Assignor shall direct the Lessees under said Lease and Operating Agreements to make payment to Assignee of rent and other sums due and to become due under said Lease and Operating Agreements, without requiring a determination of Assignee's right thereto.

3. Assignor warrants that Assignor will not, without the written consent of Assignee, modify, terminate and/or cause to be cancelled any of said Lease and Operating Agreements, reduce the rent provided for thereunder, or accept payment of rent more than one month in advance of its due date.

4. Assignor warrants that Assignor is the absolute owner of said Lease and Operating Agreements and has not made any other assignments thereof except the First Assignment and certain subordinated assignments identified in the Subordination Agreement of even date herewith by and among Manufacturers Hanover Mortgage Corporation, First Hartford Realty Corporation and Assignor; and, to the best of the knowledge of Assignor, the Lessees thereunder have no defenses, set-offs or counterclaims against Assignor, except as set forth on the Certification of even date herewith by Assignor to Assignee.

5. If at any time the principal of said Note and Mortgage and all interest thereon have been fully repaid to Assignee, this Assignment and all rights hereunder of Assignee shall forthwith become null and void, and this Assignment

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