

prior to the end of lease terms.

(c) Modify a lease, either orally or in writing, so as to decrease the term of the lease or reduce the rent.

(d) Fail to comply with all of the terms, conditions and covenants of a lease imposed upon Capital so as to permit any termination of a lease because of a default by it; or

(e) Permit the payment of rent in any medium other than lawful money of the United States.

Any of the above acts, if done without the written consent of Assignee, shall be null and void.

11. WAIVER. The failure of Wildaire at any time to avail itself of any of its rights under the Assignment shall not be construed to be a waiver of any of such rights but Wildaire shall have full power and authority to exercise such rights at any time or times that Assignee deems fit.

In accepting this Assignment, Wildaire shall in no manner be prejudiced in its right to foreclose the lien of the Mortgage or in any other right or privilege granted to Assignee by the terms of the Mortgage.

12. RECEIVER FOR PROPERTY. In addition to all of its other rights hereunder, Wildaire shall be entitled to request a court of competent jurisdiction to appoint a receiver for the Property. Said receiver shall be entitled to exercise all of the aforesaid powers and rights available to Wildaire hereunder, as well as all other rights available at law and in equity in order to fully protect Wildaire's interests under this Assignment of Rents, the Note or any other instrument securing the Note.

13. ACCOUNTING. Upon request of Wildaire, Capital shall furnish Assignee with an accounting for Rents collected within three (3) months after the close of each fiscal year of Capital.

14. INDEMNITY. Capital agrees to indemnify and hold Wildaire harmless of and from any and all liability, loss or damage which Wildaire may incur under a lease or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against Wildaire by reason of any alleged obligation or undertaking to be performed or discharged by Wildaire under a lease or this Assignment. Nothing herein contained shall be construed to bind Wildaire to the performance of any of the terms and provisions contained in a lease, or otherwise to impose any obligation on it.