

2. Assignee, its successors and assigns, hereby agrees to pay to Lessor under the Small Parcel Lease the rent required by within the Lease on the days and in the manner therein provided, and to perform and observe all of the covenants, conditions and stipulations therein contained on the Lessee's part to be performed.

3. Assignee, its successors and assigns, hereby agrees that Assignor shall retain its right to collect and retain the rents due under the First Federal Sublease aforementioned from First Federal.

4. Assignee, its successors and assigns, hereby does acknowledge and admit that it has read each and all of the documents related to this Assignment of Lease and attached hereto as Exhibits A through I inclusive, and Assignee hereby does accept and agree to be bound by the terms and conditions of each and all of said documents.

5. Assignee, its successors and assigns, hereby does acknowledge and admit that it has knowledge of the zoning restrictions pertaining to the subject properties; said zoning for Tracts "A" and "B" being O-D and for Tract "C" being R-20.

6. Assignee, its successors and assigns, does hereby agree that Assignor makes no representation or warranties as to the property subject to the leasehold interests being conveyed hereunder. Said interest of Assignor in the property is conveyed by Assignor and accepted by Assignee in an "as is" condition.

7. Assignee, its successors and assigns, hereby agrees that all costs, expenses, and liabilities related to this Assignment, the leasehold interest conveyed, or the subject property which occur after the date herewith, shall be borne by the Assignee.