

may be or become due and payable by the Government under said lease and any amendments or supplements thereto; and in its discretion to file any claim or take any other action or proceedings and make any settlement of any claims either in its own name or in the name of Assignors or otherwise which the said Assignee or any such successor or assignee thereof may deem necessary or desirable in order to collect and enforce the payment of any and all rents and amounts which may become due or owing on account of said lease and any amendments or supplements thereto, and Assignee is specifically authorized to endorse the name of Assignors on checks or other instruments tendered or received in payment or settlement of any such claims.

The Government is hereby expressly authorized and directed to issue any and all checks, warrants, vouchers and drafts under the aforesaid lease and any amendments or supplements thereto in payment of the rents or otherwise in the name of Assignee and to transmit the same direct to Assignee at 711 High Street, Des Moines 7, Iowa.

The Government is expressly relieved of any and all duty, liability or obligation to see to the use or application by Assignee of the rents herein assigned, the receipt of Assignee to be full acquittance to the Government for moneys so paid or collected by Assignee.

Assignee shall be under no obligation to Assignors to press any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations undertaken by Assignors under said lease and any amendments and supplements thereto, and Assignors covenant and agree that they will faithfully perform all of the obligations thereby imposed.

It is further agreed that there shall be no obligation on Assignee to verify the correctness of any amounts paid to it or to ascertain the correctness of any receipt or voucher or legend of receipt attached to and imprinted on any evidence of payment received by it.

Assignors hereby represent and warrant to the Assignee that they have not heretofore transferred or assigned said lease or any of the rents thereunder or any right or interest therein and that they are not indebted to the Government or any department or agency thereof for taxes or otherwise and are not engaged in any controversy with the Government or any department or agency thereof upon said lease or independently thereof so as to give rise to a claim by the Government or any department or agency thereof for a right of setoff, or reduction of the rents payable under said lease. It is understood, however, that the Internal Revenue Service of the United States Treasury Department has proposed an assessment of deficiency taxes against Assignors for the taxable year ended December 31, 1957 in the amount of \$7,333.08 and said proposed assessment is now pending on petition of Assignors filed against the Commissioner of Internal Revenue with the tax court of the United States for redetermination of said alleged income tax liability. The Internal Revenue Service has also proposed by 30-day letter a deficiency in the Federal income tax of Assignors for the taxable year ended December 31, 1958 in the sum of \$24,626.60 which matter is now pending on protest duly filed by the Assignors with the District Director of Internal Revenue at Milwaukee, Wisconsin. Assignors covenant that they will not change or modify the aforesaid lease in any particular or make any other lease on said premises or make any further transfers or assignments of the aforesaid lease without the prior written consent of the Assignee.

Assignors hereby direct and request that the Government furnish Assignee with copies of any and all notices and communications furnished to Assignors under or pursuant to said lease and authorize Assignee to give notice of this assignment and furnish copies thereof to such person or persons as Assignee may deem necessary.

In the event the mortgage hereinabove referred to and the indebtedness secured thereby and hereby shall have been fully paid and satisfied and Assignee