

It is expressly covenanted and agreed by the undersigned Assignor, that at the time of the execution and delivery of this Assignment there has been no anticipation or prepayment of any rents by any of the tenants leasing part or all of the property described on Exhibit A.

It is further covenanted and agreed that Assignor, and its successors or assigns, shall have no right, power, or authority to materially alter, modify or amend the terms, or any of them, of any of the leases pertaining to the property described on Exhibit A without first obtaining the consent, in writing, of the Assignee to such alteration, modification or amendment.

Nothing herein contained shall be construed as making the Assignee, or its successors and assigns, a mortgagee in possession, nor shall it or its successors and assigns, be liable for laches for failure to collect said rents, issues, profits, revenues, royalties, rights and benefits, and it is understood that said Assignee is to account only for such sums as are actually collected.

IT IS UNDERSTOOD AND AGREED that neither the existence of this Assignment nor the exercise of their privilege to collect said rents, issues, profits, revenues, royalties, rights and benefits hereunder shall be construed as a waiver by the Assignee, or its successors and assigns, of the right to enforce payment of the debt hereinabove mentioned, in strict accordance