

mortgage and note, the said Five Twenty Realty Corporation may receive, collect and enjoy the rents, issues and profits accruing to it under said lease; but it is covenanted and agreed by the said Five Twenty Realty Corporation for the consideration aforesaid that, upon the happening of any default in performance of the covenants or in the making of payments provided for in said mortgage and note, The Daniel Foundation, at its option, may receive and collect all the said rents, issues and profits. Five Twenty Realty Corporation, in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the aforesaid mortgage, hereby authorizes The Daniel Foundation at its option, to enter upon the said mortgaged premises by its officers, agents or employees for the collection of the rents and for the operation and maintenance of said mortgaged premises, Five Twenty Realty Corporation hereby authorizing The Daniel Foundation in general to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that they might reasonably so act. The Daniel Foundation shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within assignment and from the mortgaged premises, to any amounts due The Daniel Foundation by Five Twenty Realty Corporation under the terms and provisions of the aforesaid note and mortgage. The manner of the application of such net income, and as to the items which shall be credited, shall be within the sole discretion of The Daniel Foundation.

Five Twenty Realty Corporation hereby warrants to The Daniel Foundation that it has not executed any prior assignment of said lease nor has it performed any acts or executed any other instrument which might prevent The Daniel Foundation from operating