CONDITIONAL ASSIGNMENT OF LEASES AND RENTS - Page 4 --

shall be credited, shall be within the sole discretion of the Provident Life and Accident Insurance Company.

The undersigned, LAWYERS OFFICE BUILDING, INC., hereby covenants and warrants to the PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY that it has not executed any prior assignment of the said leases nor has it performed any acts or executed any other instrument which might prevent the Provident Life and Accident Insurance Company from operating under any of the terms and conditions of the assignment or which would limit the Provident Life and Accident Insurance Company in such operation; and the said LAWYERS OFFICE BUILDING, INC., further covenants and warrants to the PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY that it has not executed or granted any modification whatever of said leases, either orally or in writing, and that the said leases are in full force and effect according to their original terms, and that there are no defaults now existing under the said leases.

IN WITNESS WHEREOF, the said LAWYERS OFFICE BUILDING, INC., has caused these presents to be executed in its name and on its behalf by its duly authorized officers, on this 29th day of August, in the year of our Lord one thousand, nine hundred and fifty, and in the one hundred and seventy-fifth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED, AND DELIV-ERED IN THE PRESENCE OF:

LAWYERS OFFICE BUILDING, INC. (SEAT