And the party of the first part does hereby authorize and empower the party of the second part to collect the rental payments hereby assigned as they shall become due, and doeshereby direct the said Tenant to pay such rent as may now be due or shall hereinafter become due to the said party of the second part upon demand for payment thereof by the party of the second part. It is understood and agreed, however, that no such demand shall be made unless and until there has been a default in the payment of the indebtedness evidenced by the Note herein mentioned or a default under any of the provisions of this Assignment of Rents, and until such demand is made, the party of the first part is authorized to collect or continue collecting said rent, but such privilege to collect or continue collecting, as aforesaid by the party of the first part shall not operate to permit the collection by the party of the first part, its successors or assigns, of (and the party of the first part hereby covenants and agrees with the party of the second part that the party of the first part will not collect, demand or receive) any installment of rent in advance of the date prescribed in said lease for the payment thereof.

And in furtherance of this Assignment, the party of the first part does hereby covenant and agreed to cooperate and to assist the party of the second part, its employees, agents or representatives, in all reasonable ways with collection of said rents.

The party of the second part shall, after payment of all proper charges and expenses, which may be incurred in collecting said rents, credit the net amount of income received by it from the rent by virtue of this Assignment to any accounts due and owing to it by the party of the first part under the terms of said Note, but the manner of the application of such net income shall be determined in the sole discretion of the party of the second part.

The party of the first part expressly covenants and agrees with the party of the second part that at the time of the execution and delivery of this Assignment there has been no anticipation or prepayment of any rents by the Tenant under said lease.

It is further covenanted and agreed that the party of the first ...
part shall not alter, modify or amend the terms of any of the rental

(Continued on next page)