

Perone, are not in default under any of the terms thereof; that no rent reserved in said Leases has been anticipated or assigned, except to Westinghouse Credit Corporation as aforesaid; only to accept cash in payment of rent; not to collect any of the rent, income and profits arising or accruing from the Mortgaged Premises in advance of the time when the same become due under the terms of the Leases; not to discount any future accruing rents; not to execute any other Assignment of Leases or Assignment of Rents of Mortgaged Premises; and not to materially alter, modify or change the terms of any of the Leases, or surrender, cancel or terminate any of the same without the prior written consent of Assignee. A material change, alteration or modification of a Lease is a modification which reduces the amount of rent or other charges payable under the Lease, changes the term of years under the Lease, changes the area demised thereby, or cancels or surrenders the Lease, or which grants an option to the tenant under the Lease to do any of the foregoing.

3. Without limiting the efficacy hereof, to expressly assign and transfer to Assignee any and all further Leases upon all or any part of the Mortgaged Premises and to execute and deliver, at the request of Assignee, all such further assurances and assignments in the Mortgaged Premises as Assignee shall from time to time require.

B. IT IS MUTUALLY AGREED THAT:

1. Until an occurrence of default with respect to the payments of principal and/or interest due under the Note, or a default in the performance of any other obligation to be formed under the Note, the Mortgage or this Assignment, Assignor shall have the right to collect, but not more than thirty (30) days prior to accrual, all rents, issues and profits from said Mortgaged Premises and to retain, use and enjoy the same.

(CONTINUED ON NEXT PAGE)