

for the purpose of securing payment of all sums advanced under certain Credit and Loan Agreements between Atlantic and Bank dated December 19th, 1955 and December 30, 1958, and the performance of all obligations of Atlantic under said Credit and Loan Agreements and this Assignment.

TO PROTECT THE SECURITY OF THIS ASSIGNMENT ATLANTIC AND THE UNDERSIGNED LESSEE BOTH AGREE AS FOLLOWS:

1. Until final payment and discharge, with interest, by Atlantic of all sums advanced by Bank under said Credit and Loan Agreements and the performance of all obligations of Atlantic under the terms of said Credit and Loan Agreements and this Assignment, the undersigned Lessee will pay all rent due under the aforesaid lease or owing to the Lessor as the result of its occupancy of the demised premises, directly to the Bank at No. 55 Wall Street, New York 15, New York, it being understood that the Lessee in accepting this Assignment and consenting thereto represents that it has not made any prepayment of the rent and agrees that the obligation of the Lessee to make payment of the rent directly to the Bank shall not be subject to any right of set-off or counter-claim or any other defenses.

2. So long as Atlantic shall not be in default under the terms of the Credit and Loan Agreements or this Assignment, all rent received by Bank shall be credited to the account of Atlantic with Bank.

3. The aforesaid lease shall not be altered, amended, revised, terminated or surrendered without the prior written consent of the Bank, and Atlantic hereby assigns to the Bank all its right, power and authority to perform any such acts.