

to the Assignee shall be prima facie evidence that a revocation of the aforesaid power of attorney has occurred and shall be sufficient notice to said lessee to make future rental payments to the Assignee without the necessity of any consent by the Assignor. Any such lessee shall be entitled to rely upon such written demand, and any rent so paid by such lessees to the Assignee shall not be further recoverable by the Assignor from any such lessee.

V. LEASE WARRANTIES AND COVENANTS BY ASSIGNOR:

With respect to each of the leases herein assigne, Assignor hereby covenants and warrants the following:

- (a) That Assignor is the owner of the fee simple estate in the above described property and has full right and power to enter into such lease agreements;
- (b) That the above described leases have been properly executed by the proper parties;
- (c) That all of the terms, provisions and conditions of each of the lease agreements hereinbefore specifically described are presently in full force and effect and that there are no present defaults in the performance of any of such terms and conditions;
- (d) That the Assignor has not executed a prior assignment of said leases or rentals due thereunder which remains in full force and effect;
- (e) That the Assignor has not performed any acts or executed any other instruments which might prevent the Assignee from operating under any of the terms or conditions of this assignment and agreement or which would limit the Assignee in such operation;
- (f) That the Assignor has not executed or granted any modification or amendment of any of the leases hereinbefore specifically set out except as specifically enumerated herein;
- (g) That all of the said leases hereinbefore specifically enumerated are in full force and effect according to their original terms;
- (h) That the Assignor has not collected or anticipated any rentals from any of the lessees under said leases for a period of time in excess of one month prior to the accrual of such rental;
- (i) That the Assignor will, at the Assignor's sole cost and expense, appear in and defend any action growing out of or in any manner connected with any of the assigned leases or the obligations or liabilities of the lessor, lessee or guarantor thereunder;
- (j) That the Assignor will fulfill or perform each and every lease covenant which is required to be fulfilled or performed by the lessor thereunder;
- (k) That the Assignor will give prompt notice to the Assignee of any notice of default given by any lessee under any of the assigned leases to the Assignor as lessor under such lease, such notice to include a complete copy of any such lessee's notice which shall have been given;
- (l) That the Assignor will enforce at its sole cost and expense, short of termination of the lease, the performance of observance of each and every covenant and condition required under the assigned leases to be performed or observed by the lessees thereunder;



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