

in any Assigned Lease or otherwise to impose any obligation upon the Assignee with respect to any of the Assigned Leases. Prior to actual entry into and taking possession of the Property by the Assignee, this assignment shall not operate to place upon the Assignee any responsibility for the operation, control, care, management or repair of the Property, and the execution of this assignment by the Assignor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Property is and shall be that of the Assignor, prior to such actual entry and taking of possession.

5. The Assignor represents and warrants that the Assignor has duly and punctually performed all and singular the terms, conditions and covenants of the aforesaid leases on Assignor's part to be kept, observed and performed; that the Assignor has not sold, assigned, transferred, mortgaged or pledged any of the rents, issues and profits from the Property or any part thereof, whether now due or hereafter to become due, to any person, firm or corporation other than the Assignee; that each executed Assigned Lease is valid and in full force and effect; that no rents, issues or profits of the Property, or any part or parts thereof, becoming due subsequent to the date hereof have been collected nor has payment of any of the same been anticipated, waived, released, discounted or otherwise discharged or compromised and that no lease thereunder is in default under any of the terms of its lease. The Assignor agrees that so long as no default shall exist under the Mortgage, the Note, the Agreement or this Assignment, the Assignor will enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by each lessee under each Assigned Lease, and any lease which may hereafter become as Assigned Lease.

6. The Assignor agrees to execute and deliver to the Assignee, at any time, or times during which this assignment shall be in effect, such further instruments as the Assignee may deem necessary