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(3) Assignor has done no acts nor omitted to do any acts which might prevent Assignee from, or limit Assignee in, acting under any of the provisions herein or in any of the Leases.

(4) Assignor has not accepted rent under any of the Leases for more than thirty (30) days in advance of its due date, other than advanced rents for which adjustments are made between Assignor and Assignee on the date of this Assignment.

(5) There is no default by any of the Lessees under the terms of any of the Leases to the knowledge of Assignor.

(6) Assignor is not prohibited under any agreement with any other person or any judgment or decree from the execution and delivery of this Assignment of the Leases, the performance of each and every covenant of Assignor hereunder and in the Leases, and the meeting of each and every condition herein contained.

(7) No action has been brought or threatened which in anywise would interfere with the right of Assignor to execute this Assignment and perform all of the Assignor's obligations herein contained.

(8) The Leases, except as specifically recited in Schedule A, are in full force and effect and unmodified.

(9) Assignor hereby agrees to execute any and all additional documents necessary to carry out and consummate the assignments referred to herein, and generally to cooperate with and assist Assignee in effecting such assignments and in confirming the existence and execution of this Assignment to other parties affected hereby.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.