

covered by the Leases, without first having obtained the written consent of the Assignees, and any such acts, if done without the written consent of the Assignees, shall be null and void. Assignees' approval of assignment of any of the Leases or subletting of any of the premises covered by the Leases shall not be unreasonably withheld or unduly delayed, provided that the provisions of the Loan Agreements relative to assignment of the Leases and subletting of the premises which are the subject of the Leases are complied with and further provided however (i) Assignor shall not be released from its obligations hereunder, notwithstanding the assignment of any of the Leases or the subletting of any of the premises covered by the Leases, and (ii) all assignments and subleases shall be subject to the terms of this Assignment.

3. Until default by the Assignor in the performance of any obligations herein contained or under the terms of the Notes and Loan Agreements, the Assignor shall be entitled to remain in occupancy of the premises covered by the Leases and to enjoy all of the benefits of the tenant under the Leases, including the right to receive any sums paid by assignees of any of the Leases or the subleases of any of the premises covered by the Leases.

4. A demand by Assignees on any sublessee or other assignee of Assignor for the payment of sublease rent or payments required under the terms of the assignment agreement in question, or any default claimed by the Assignee shall be sufficient warranty to said sublessees and assignees to make future payments of sublease rents and assignment payments to the Assignees without the necessity for further consent by the Assignor.

5. The Assignor does hereby agree to perform and discharge each and every obligation, covenant and agreement required to be performed by tenant under the Leases and to use reasonable efforts to require the landlords thereunder to discharge each and every obligation, covenant and agreement which said landlords are required to perform under the Leases.

6. Assignor hereby further agrees that it will not, without consent of Assignees: (i) cancel, terminate, surrender or permit any event to occur which would entitle any of the landlords of the Leases to terminate or cancel any of the Leases; (ii) amend or modify the Leases; or (iii) waive any default on the part of any of the landlords under the Leases.

7. Assignor shall forward to Assignees copies of all notices received by Assignor from any of the landlords relating to the Leases and by execution hereof does hereby agree to give written notice to each of the landlords under the Leases of this Assignment to Assignees and requesting that copies of all notices to Assignor under the Leases be sent by the landlords to Assignees.

8. Nothing herein contained shall operate or be construed to obligate the Assignees to perform any of the terms, covenants or conditions contained in the Leases, or otherwise to impose any obligations upon the Assignees. Prior to any actual entry into and taking possession of the premises covered by the Leases by the Assignees, this Assignment shall not operate to place upon the Assignees any responsibility for the operation, control, care, management or repair of the premises, 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 premises is and shall be that of the Assignor, prior to any such actual entry and taking possession.