

and the Assignors have good title to the same; and the Assignors will warrant and defend title to the Collateral against all claims and demands of all persons claiming by, through, under or against the Assignors. The Assignors also agree that they will, in their individual capacities and at their own cost and expense, promptly take such action as may be necessary duly to discharge any liens, encumbrances or taxes on the Collateral which are or will be claimed by any party through or against the Assignors and which are not related to this Conditional Assignment of Lease or the Note or the Loan Agreement.

SECTION 3. POSSESSION OF COLLATERAL.

While the Assignors are not in default hereunder they shall be suffered and permitted to remain in full possession, enjoyment and control of the Collateral and to enjoy the rents, profits, rights and franchises appertaining thereto, provided always that the possession, enjoyment and control of the Collateral shall at all times be subject to the observance and performance of the terms of this Conditional Assignment of Lease and the provisions of the Loan Agreement.

SECTION 4. ASSURANCES AND RECORDATION.

(a) The Assignors will, at no expense to the County, perform every further act reasonably necessary or proper for the perfection or protection of the conditional assignment of the Collateral being herein made. The Assignors will cause this Conditional Assignment of Lease and any supplements hereto and any notices required by applicable law, at all times to be kept,