

6. Borrower's Covenants. Borrower covenants and agrees:

A. To duly and punctually perform all of the terms, conditions and covenants of any Leases on the Borrower's part to be kept, observed and performed;

B. To enforce or secure the performance of all terms, conditions and covenants of the Leases to be kept, observed and performed by lessees thereunder;

C. To execute and deliver to the Lender such further instruments as the Lender may deem reasonably necessary from time to time to make effective or to better secure the assignment and covenants contained herein;

D. Not to receive or collect any Rents from any present or future lessee under any Lease for a period of more than one month in advance;

E. Except in the ordinary course of business and in the exercise of reasonable management decisions, not to waive, set-off, compromise or in any manner release or discharge any lessee under any Lease of and from any material terms, conditions and covenants to be kept, observed and performed by such lessee, including the obligation to pay Rent; and

F. Except in the ordinary course of business and in the exercise of reasonable management decisions, not to cancel, terminate or consent to any surrender of any Lease, nor modify or amend any of the material terms thereof, nor consent to the subletting of the Premises, or any part thereof, or to the assignment of any Lease by the lessee thereunder without the written consent of the Lender.

7. No Obligations on Lender. Nothing contained herein shall operate or be construed to obligate the Lender to perform any of the terms, covenants and conditions contained in any Lease of or relating to the Property or otherwise to impose any obligation upon the Lender with respect to any Lease or the Property. Before actual entry into and taking possession of the Property by the Lender, this Assignment shall not operate to place upon the Lender any responsibility for the operation, control, care, management or repair of the Property, and the execution of this Assignment by the Borrower 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 Borrower, before such actual entry and taking of possession by the Lender.