

(e) Warranties of Assignor. Assignor hereby represents and warrants to Assignee that: (i) Assignor has not accepted rent or any other charge under any of the Leases for more than one (1) month in advance, (ii) Assignor has not agreed to, executed or granted any modification or amendment whatever of any of the Leases either orally or in writing, (iii) there is no default now existing under any of the Leases on the part of Assignor, (iv) no event has occurred which with the passage of time or giving of notice would become an event of default under any of the Leases, and (v) the Leases are each in full force and effect.

3. Disposition of Rents; Remedies.

(a) Payment to Assignee. All rents, issues and profits from the Leases received by Assignee pursuant to this Assignment shall be deposited by Assignee into the Collateral Account (as defined in the Collateral Agreement), subject to the rights of Assignor with respect to such rents, issues and profits under the Collateral Agreement.

(b) Remedies Cumulative. No remedy or right of Assignee hereunder, under the Collateral Agreement or otherwise, or available under applicable law, shall be exclusive of any other right or remedy, but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing at law or in equity under any such document or under applicable law. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Assignee.

(c) Remedies. Upon Acceleration (as defined below), Assignee may obtain in possession of and manage and operate the Leased Property or any part thereof, make, enforce, modify and accept the surrender of any Leases, obtain and evict tenants or subtenants, fix or modify rents, and do all acts which Assignee deems proper, and in its own name sue for or otherwise continue to collect and receive all rents, issues and profits, including those past due and unpaid, from the Leases and apply the same, in accordance with Section 4.05 of the Collateral Agreement. The continuing collection of such rents, issues and profits and the application thereof as aforesaid shall not cure or waive any default or waive, modify or affect any notice of default under the Loan Agreement, the Collateral Agreement or any Mortgage or Other Assurance or invalidate any act done pursuant to any such notice. As used herein, "Acceleration" shall mean (1) the Loans have not been paid in full at the stated final maturity or (2) the Loans have become due and