

2. The Lessees under said Lease and Operating Agreements shall, upon demand by Assignee, make payment to Assignee of rent and other sums due and to become due under said Lease and Operating Agreements without requiring a determination of Assignee's right thereto.

3. Assignor warrants that Assignor will not, without the written consent of Assignee, modify or cancel any of said Lease and Operating Agreements, reduce the rent provided for thereunder, or accept payment of rent more than one month in advance of its due date.

4. Assignor warrants that Assignor is the absolute owner of said Lease and Operating Agreements and has not made any other assignments thereof, and, to the best of the knowledge of Assignor, the Lessees thereunder have no defenses, set-offs or counterclaims against Assignor.

5. If at any time the principal of said Note and Mortgage and all interest thereon have been fully repaid to Assignee, this Assignment and all rights hereunder of Assignee shall forthwith become null and void, and this Assignment shall be forthwith surrendered to Assignor or its successors or assigns.

6. This Assignment shall not relieve Assignor, its successors or assigns, or any obligations imposed upon the Lessor under said Lease Agreements, and Assignor shall remain bound for the performance of all of the terms, conditions and provisions thereof as if this Assignment had not been made. It is expressly understood and agreed that Assignee shall have no obligation to perform any of the terms, conditions and provisions of any said Lease and Operating Agreements upon default in the performance thereof by Assignor.