

Assignor has duly and punctually performed all and singular the terms, covenants, conditions and warranties of the existing Leases on Assignor's part to be kept, observed and performed; that Assignor has not previously sold, assigned, transferred, mortgaged or pledged any of the Leases or the Rents, whether now due or hereafter to become due; that any of the Rents due for any period subsequent to the date hereof have not been collected and that payment of any of the Rents has not otherwise been anticipated, waived, released, discounted, set off or otherwise discharged or compromised; that Assignor has not received any funds or deposits from any lessee in excess of one month's rent for which credit has not already been made on account of accrued rents; and that the lessee under any existing Lease is not in default of any of the terms thereof.

Tenant represents and warrants that Tenant is not in default in the performance of its obligations under the Principal Lease; that it has prepaid no rental thereunder in excess of the rental due for the current month; that it has received no notice of any kind or nature to the effect that Assignor has assigned its rights, as Lessor, under the Principal Lease or any right to receive rentals and other income to become due thereunder; that the Principal Lease is in full force and effect, with neither Assignor nor Tenant in default in the performance of their respective obligations thereunder; that Tenant will promptly notify Noteholder in writing of any future default by either party in the performance of their respective obligations thereunder; that Tenant will give Noteholder reasonable opportunity to cure any default by Assignor; and that Tenant, upon written demand therefor by Noteholder, will promptly make all rental payments and other payments thereafter to become due