

2.1 Tenant does hereby warrant and represent to Mortgagee the following matters set out in this Paragraph 2.1, subparagraphs (a) through (d) below, and Tenant agrees that upon request of Landlord at any time during the term of the Lease Tenant will, so long as the above representations and warranties are true, recertify and represent to Landlord and/or any first mortgagee of Landlord as to the matters set out in said subparagraphs (a) through (d) below and upon timely and satisfactory completion of Landlord's work to be done under the Lease will similarly certify as to such completion.

(a) Mortgagor has complied fully and completely with all of Landlord's obligations under said Lease to this date, with the result that Tenant is fully obligated to pay the rent and other charges due under said Lease and to perform all of the other obligations of Tenant under said Lease, without right of counterclaim or offset against Mortgagor or any other party; included in the foregoing performance by Mortgagor, but without limitation, are the following: (i) construction of the Premises and all parts thereof in a manner satisfactory to Tenant; (ii) construction and delivery of the space leased to Tenant as called for by the terms of said Lease or other agreement; and (iii) compliance with the requirements, if any, of said Lease with respect to other tenancies or occupancies on the Premises;

(b) Tenant has made or will make payment in full for all labor, materials and other services provided in connection with Tenant's construction work in the Premises, so that no lien by reason thereof may attach against the Landlord's (Mortgagor's) interest in the space leased to Tenant or against the Premises of which said space is a part. Tenant has been fully reimbursed by Mortgagor for all improvements made by Tenant in said space pursuant to any agreement between Mortgagor and Tenant;

(c) Tenant has not made payment of any rent or other charges in advance, except for (i) the current monthly payment of rent; or (ii) the payment of rent for the next ensuing month, or (iii) the security deposit, if any, provided for in said Lease;

(d) Tenant understands and acknowledges that (i) Mortgagor has executed an Assignment of Leases in favor of Mortgagee; and (ii) notwithstanding said Assignment, all rental payments under said Lease shall be paid in accordance with the terms of said Lease until and unless Tenant is notified to the contrary in writing by Mortgagee; and (iii) under the conditions of said Assignment it is expressly provided that, unless the written consent of Mortgagee be first obtained, no waiver, extension, consent, approval or modification whatsoever shall be made with respect to said Lease; and (iv) the interest of the Landlord (Mortgagor) in said Lease is assigned to Mortgagee solely as additional security for said Loan, and Mortgagee assumes no duty, liability or obligation under said Lease, either by virtue of said Assignment or by any subsequent receipt or collection of rents thereunder.