

1. That subject to the rights of the Prior Mortgages, as defined in the Mortgage, Assignor represents and warrants that Assignor has good title to the Leases and Rents hereby assigned and good right to assign the same, and that no other person, firm or corporation has any right, title or interest therein; that 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 the rents from the Premises, whether now due or hereafter to become due; that any of the rents due and issuing from the Premises or from any part thereof for any period subsequent to the date hereof have not been collected and that payment of any of same has not otherwise been anticipated, waived, released, discounted, set off or otherwise discharged or compromised; that Assignor has not received or caused to be made any prepayment of rent (except the usual prepayment of rent which results from the acceptance by a landlord on the first day of each month of the rent for the ensuing month); and that the lessee, user or occupant under any existing Lease is not in default of any of the terms thereof.

2. That Assignor covenants and agrees as follows: to observe, perform and discharge, duly and punctually, all and singular the obligations, terms, covenants, conditions and warranties of the Note and Mortgage, of the existing Leases and of all future leases affecting the Premises, on the part of Assignor to be kept, observed and performed, and to give prompt notice to Assignee of any failure on the part of Assignor to observe, perform and discharge the same; to notify and direct in writing each and every present or future lessee or occupant of the Premises or of any part thereof that any security deposit or other deposits heretofore delivered to Assignor have been retained by Assignor or assigned and delivered to Assignee as the case may be; to enforce or secure in the name of the Assignee the performance of each and every obligation, term, covenant, condition and agreement in the Leases by any lessee, user or occupant to be performed; to appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties or liabilities of the Assignor and any lessee, user or occupant thereunder and, upon request by Assignee, will do so in the name and behalf of the Assignee but at the expense of the Assignor, and to pay all costs and expenses of the Assignee, including attorneys' fees, in a reasonable sum in any action or proceeding in which the Assignee may appear.

3. That Assignor further covenants and agrees as follows: not to receive or permit or cause to be made any prepayment of rent from any present or future lessee, user or occupant of the Premises or any part thereof (except the usual prepayment of rent which results from the acceptance by a landlord on the first day of each month of the rent for the ensuing month), nor pledge, transfer, mortgage or otherwise encumber or assign future payments of the rents; not to waive, excuse, condone, discount, set off, compromise, or in any manner release or discharge any lessee, user or occupant thereunder, of and from any obligations, covenants, conditions and agreements by said lessee, user or occupant to be kept, observed and performed, including the obligation to pay the rents thereunder, in the manner and at the place and time specified therein; not to cancel, terminate or consent to any surrender of any lease, nor modify, or in any way alter the terms thereof without, in each such instance enumerated in this paragraph, the prior written consent of the Assignee.

4. That in the event any representation or warranty herein of Assignor shall be found to be untrue or Assignor shall default