

(b) Borrower has neither done any act nor omitted to do any act which might prevent Lender from, or limit Lender in, acting under any of the provisions of this Assignment;

(c) Borrower has not accepted payment of rental under any of the Leases for more than one (1) month in advance of the due date thereof;

(d) So far as is known to Borrower, there is no default by any "Tenant" under the terms of any of the Leases;

(e) Borrower is not prohibited under any agreement with any other person or any judgment or decree from (i) the execution and delivery of either this Assignment or any of the Leases; (ii) the performance of each and every covenant of Borrower under either this Assignment or the Leases; or (iii) the meeting of each and every condition contained in this Assignment;

(f) No action has been brought or, so far as is known to Borrower, is threatened, which in anywise would interfere with the right of Borrower to execute this Assignment and perform all of Borrower's obligations contained in this Assignment and in the Leases; and

(g) The Leases are in full force and effect and have not been modified or amended unless as expressly set forth in said Exhibit A attached hereto.

1.02 Covenants of Borrower. Borrower hereby covenants with Lender that:

(a) Borrower will (i) fulfill, perform and observe each and every condition and covenant of Borrower contained in any of the Leases; (ii) at no cost or expense to Lender, enforce, to