

included within the Schedule referred to above and incorporated into this Assignment, and further represents that all tenants presently occupying or having the right to occupy any office space within the Premises, under both written and oral leases, are named on the list which is set forth as Schedule B, supplemented if necessary by any names as may have been added to reflect tenants under unwritten leases.

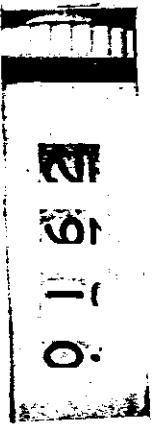
(3) As and when required by Assignee, all lessees and tenants under each of the written and oral Leases referred to above shall be promptly notified of this Assignment and the conveyance of the fee simple title to the leased premises to Assignee, and Assignor will instruct such lessees and tenants to make all subsequent rental payments directly to Assignee or to its agent or designee.

(4) Assignor represents that no other party has any rights or interests in Assignor's rights as Lessor under all leases described herein, and that Assignor owns the lessor's interest in said leases free and clear of any liens, charges or encumbrances other than those referred to herein and those previously disclosed to Assignee in writing, and that Assignor has the full power, legal right and authority to enter into this Assignment and to perform its obligations hereunder.

(5) Assignor represents that it has done no acts nor omitted to do any acts which might prevent Assignee from, or limit Assignee in, acting under any of the provisions of this Assignment or any of the provisions of any of the leases referred to herein.

(6) Assignor has not accepted rent under any of the leases referred to herein for more than thirty (30) days in advance of the due date of such rent.

(7) Assignor represents that it has fully and completely reported to Assignee or its agents all information presently available to Assignor or within the knowledge of Assignor relating to the status of rentals paid by all tenants of any portion of the premises, including defaults or overdue rentals on the part of any



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