

(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 or lessee 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.

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) give prompt notice to Lender of any claim of default under any of the Leases either given by the tenant or lessee under any of the Leases to Borrower or given by Borrower, other than in the ordinary course of Borrower's business, to the tenant or lessee under any of the Leases, together with a complete copy of any such claim; (iii) at no cost or expense to Lender, enforce, short of termination, the performance and observance of each and every

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