

(i) Assignor has full right and title to assign said leases and the rents, issues, profits, revenues, royalties, and benefits due or to become due thereunder;

(ii) the terms of said leases have not been changed from the terms in the copies of said leases submitted to Assignee for approval;

(iii) no other assignment of any interest therein has been made;

(iv) there are no existing defaults under the provisions thereof;

(v) there has been no anticipation or prepayment of any rents by any tenants occupying the above described premises or by any of the lessees in any of the said leases;

(vi) Assignor will not hereafter cancel, surrender, or terminate any of said leases, exercise any option which might lead to such termination, or change, amend, alter or modify them, or consent to the release of any party liable thereunder or to the assignment of the lessees' interest in any of said leases;

(vii) security deposits made or to be made with respect to leases of the hereinabove described premises shall be deposited to and kept in a separate bank account maintained by Assignor for that purpose in the name of the project and designated as the account for the deposit of security deposits and Assignor shall provide to Assignee within 30 days of the end of Assignor's fiscal year a written verification of the amount of security deposits maintained in said account together with a list of the leases with respect to which said deposits are maintained.

Assignor hereby authorizes Assignee to give notice in writing of this assignment at any time to any tenant under any of said leases.

Violation of any of the covenants, representations, and provisions contained herein by Assignor shall be deemed a default under the terms of said note and mortgage.

030

4328 RV-2