

(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) give prompt notice to Lender of any claim of default under any of the Leases either given by the "Tenant" under any of the Leases to Borrower or given by Borrower to the "Tenant" 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 covenant and condition of each of the Leases to be performed or observed by the "Tenant" thereunder; and (iv) appear in and defend any action growing out of, or in any matter connected with, any of the Leases or the obligations or liabilities of Borrower as the "Landlord" thereunder or of the "Tenant" or any guarantor thereunder;

(b) Borrower will not, without the prior written consent of Lender, either (i) modify any of the Leases; (ii) terminate the term or accept the surrender of any of the Leases unless due to default by the "Tenant" thereunder; (iii) waive, or release the "Tenant" from, the performance or observance by the "Tenant" of any obligation or condition of any of the Leases; (iv) permit the prepayment of any rents under any of the Leases for more than one (1) month prior to the accrual thereof; (v) give any consent to any assignment or sublease by the "Tenant" under any of the Leases; or (vi) enter into any additional lease agreement relating to the Property, without the prior,