

(i) The Assignor is the sole and absolute owner of the entire Lessor's interest in and to each Lease, and the Assignor has the right, power and authority to assign each Lease to the Assignee;

(ii) That each Lease is valid and enforceable and has not, nor has any interest therein or covenant or provision thereof, been altered, modified or amended in any manner whatsoever; that no Lease has been assigned, mortgaged, pledged or otherwise encumbered in any manner whatsoever;

(iii) That each Lease is in full force and effect and no lessee under any Lease is in default in performance thereunder in any manner whatsoever; and

(iv) That no Rent reserved in or due or to grow due under any Lease has heretofore been assigned; and that no Rent for any period subsequent to the date of this Assignment has been collected in advance of the time when the same became due under the terms of any Lease.

4. The Assignor covenants with the Assignee:

(i) To observe, keep and perform, at the Assignor's sole cost and expense, all of the obligations imposed upon, and to be kept and performed by, the lessor under each Lease; to take all necessary steps to enforce or secure the performance of each and every obligation and agreement to be performed by the lessee under each Lease, at the Assignor's sole cost and expense;

(ii) Not to do any act or thing, or suffer, or permit, any act or thing to be done, or performed, which would, in any manner, impair the security of any Lease or result in the termination or cancellation of any Lease;

(iii) Not to collect any Rent in advance of the time when the same shall become due;

(iv) Not to execute any other, or further, assignment of the Assignor's interest, or of any part thereof, in any Lease or of the Rents reserved in or arising out of, or accruing in connection with, any Lease or from the Subject Premises;

(v) Not to extend, renew or otherwise alter, modify, cancel or change the terms of any Lease in any manner whatsoever;

(vi) To assign and transfer to the Assignee, in form for filing and/or recording, all subsequently executed Leases, together with assignments

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