

B. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of an instrument of satisfaction or full release of the Mortgage without the recording of another Mortgage in favor of Lender affecting the Premises, this assignment shall become and be void and of no effect.

Borrower warrants that:

A. There is no other assignment of any of its rights under the Lease to any other person.

B. Borrower has done no act nor omitted to do any act which might prevent Lender from, or limit Lender in, acting under any of the provisions herein.

C. Borrower has not accepted rent under the Lease for more than thirty (30) days in advance of its due date.

D. There is no default by Lessee under the terms of the Lease to the knowledge of Borrower.

E. Borrower is not prohibited under any agreement with any other person or any judgment or decree from the execution and delivery of this assignment or Lease, the performance of each and every covenant of Borrower hereunder and in Lease, and the meeting of each and every condition herein contained.

F. No action has been brought or threatened which in any wise would interfere with the right of Borrower to execute this assignment and perform all of Borrower's obligations herein contained.

G. Lease is in full force and effect and unmodified.

Borrower agrees, so long as it is indebted to Lender, that:

1. Borrower will (i) fulfill, perform and observe each and every condition and covenant of Borrower contained in the Lease; (ii) give prompt notice to Lender of any claim of default under Lease (a) given by Lessee to Borrower or (b) given by Borrower to Lessee, together with a complete copy of any such claim; (iii) at the sole cost and expense of Borrower, enforce, short of termination of the Lease, the performance and observance of each and every

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