

be hereafter entered into for all or any portion of the Mortgaged Property (the "Leases"), together with all rents, income and profits arising from the Leases and any and all extensions and renewals thereof, and including any security deposits or interests therein now or hereafter held by Assignor.

Representations and Warranties

Assignor represents and warrants that (i) there has been no prior assignment or pledge of the rents assigned hereby or of the lessor's interest in any of the Leases; (ii) no default exists in any of the Leases; and (iii) no prepayment of any instalment of rent due under any of the Leases has been received by Assignor, except prepayments in the nature of security for the performance of the lessees thereunder.

Negative Covenants of Assignor

Assignor will not without Assignee's prior written consent (i) execute an assignment or pledge of the rents from the Mortgaged Property or any part thereof, or of the lessor's interest in any of the Leases; (ii) make any Lease on any form except the form of Lease which Assignee's attorneys have previously approved in writing or make any substantial modification or addition thereto, or deletion therefrom; (iii) accept prepayments of any instalments of rents to become due under any of the Leases; (iv) execute any lease of all or a substantial portion of the Mortgaged Property except for actual occupancy by the lessee thereunder; or (v) in any manner impair the value of the Mortgaged Property or the security of the Mortgage or of this Assignment.

Affirmative Covenants of Assignor

Assignor at its sole cost and expense will (i) at all times promptly and faithfully abide by, discharge or perform all of the covenants, conditions and agreements contained in the Leases, on the part of the lessor thereunder to be kept and performed; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the lessees to be kept and performed; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of Assignor as lessor and of the lessees thereunder, and pay all costs and expenses of Assignee, including reasonable attorneys' fees in any such action or proceeding in which Assignee may appear; (iv) transfer and assign to Assignee any and all Leases subsequently entered into, upon the same or substantially the same terms and conditions as are herein contained, and make, execute and deliver to Assignee upon demand,