

aries for the respective periods covered by such statements of income and retained earnings, and have been prepared in accordance with generally accepted accounting principles consistently applied (except as set forth therein and subject to year-end adjustments as to any quarterly statements). The Lessee has no knowledge of any liabilities, contingent or otherwise, as at the date hereof which are materially adverse to its business operations or which materially impair the Lessee's ability to perform its obligations under this assignment.

(g) Taxes. The Lessee has filed or caused to be filed all Federal, state and local tax returns which are required to be filed, has paid or caused to be paid all taxes, imposts, duties, levies or charges shown on such returns or on any assessment or deficiency notice received by it to the extent that the same has become due and payable, and has set up reserves which are adequate for the payment of additional tax liability for years which have not been audited by the respective taxing authorities with which such returns are filed.

(h) Indebtedness. The Lessee is not in default in the payment of any material outstanding indebtedness.

(i) Disclosure. Neither this assignment nor any other document, certificate or written statement furnished to you by or on behalf of the Lessee in connection with the transactions contemplated hereby, contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading. There is no presently known fact which materially adversely affects or in the future may (so far as the Lessee can now foresee) materially adversely affect the properties, assets, business, operations, affairs or condition of the Lessee and its subsidiaries which has not been disclosed to you in writing by or on behalf of the Lessee.

(j) Investment Company Act. The Lessee is not an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

II. Covenants of Assignor and Lessee. The Assignor and Lessee further agree with the Company:

(a) Notwithstanding anything in the Net Lease to the contrary:

(i) no settlement with an insurer in