

ARTICLE I

1.01 Warranties of Borrower. Borrower hereby warrants unto Lender that:

(a) Borrower has made no assignment, other than this Assignment, of any of the rights of Borrower under any of the Collateral Documents;

(b) Borrower has neither done any act nor omitted to do any act which might prevent Lender from or limit Lender in acting under any of the provisions of this Assignment;

(c) Borrower is not prohibited under any agreement with any other person or any judgment or decree from (i) the execution and delivery of either this Assignment or the Collateral Documents; (ii) the performance of each and every covenant of Borrower under either this Assignment or the Collateral Documents; or (iii) the meeting of each and every condition contained in this Assignment;

(d) No action has been brought or, so far as is known to Borrower, is threatened, which in any way would interfere with the right of Borrower to execute this Assignment and perform all of Borrower's obligations contained in this Assignment and in the Collateral Documents.

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 Collateral Documents; (ii) give prompt notice to Lender of any claim or default under any of the Collateral Documents given either to Borrower or by Borrower, together with a complete copy of any such claim; (iii) at no cost or expense to Lender, require the performance and observance of each and every covenant and condition of each of the Collateral Documents to be performed or observed; and (iv) appear in and defend any action growing out of or in any matter connected with any of the Collateral Documents or the obligations or liabilities of Borrower thereunder;

(b) Borrower will not, without the prior written consent of Lender, (i) modify any of the Collateral Documents; (ii) terminate