

by Lessor, the said Lessor hereby assigns, transfers and sets over unto Lender said Lease as additional security; and for the consideration aforesaid, the Lessor hereby covenants and agrees to and with Lender that Lessor will not, without the written consent of Lender:

- (a) Cancel said Lease or accept a surrender thereof unless the Lessor and said tenant or tenants shall execute a new Lease which shall go into effect prior to or simultaneously with said cancellation and surrender, said new Lease or Leases to provided for a rental not less than the rent payable under the cancelled Lease and which shall not diminish any of the tenant's obligation to pay taxes and insurance to the extent that such obligation may exist under the cancelled Lease or Leases, and which new Lease or Leases shall run to a date which shall not be prior to the expiration of the said cancelled Lease, Lessor covenants and agrees to assign said new Lease to Lender in the same form and manner as they assigned the said cancelled Lease;
- (b) Reduce the rent, nor accept payment of any installment of rent in advance of the due date thereof;
- (c) Modify said Lease, either orally or in writing;
- (d) Consent to an assignment of the Lessee's interest in said Lease which will relieve the tenant of liability for the payment of rent and the performance of the terms and conditions of any of said Lease;
- (e) Accept a surrender or abandonment or vacation of any of the premises prior to the end of the term of said Lease.

Any of the above acts, if done without the written consent of Lender, shall be null and void.

Lender, by acceptance of this assignment, covenants and agrees to and with Lessor that, until a default shall occur by Lessor in the performance of the covenants or in the making of