

1073-15-

affecting the premises hereinabove described and in Schedule A, and any extensions, supplements or consolidations thereof.

(1) Assignor hereby covenants and agrees to and with Assignee that, except in the usual course of Assignor's business, it will not without the written consent of Assignee:

(a) Cancel said leases or accept surrender thereof (except at the end of the term hereof) unless the Assignor and various tenants shall execute new leases which shall go into effect prior to or simultaneously with said cancellation and surrender, said new leases to provide for a rental not less than the rent payable under the cancelled leases and which shall not diminish the tenants' obligations under the cancelled leases, and which new leases shall run to a date which shall not be prior to the expiration of said cancelled leases.

(b) Reduce the rent;

(c) Modify the said leases, either orally or in writing, so as to decrease the term of the leases; reduce the rent or diminish the obligations of the tenant thereunder;

(d) Consent to an assignment of tenant's interest in said leases which will relieve the tenants of liability for the payment of rent and the performance of the terms and conditions of the lease;

Any of the above acts, if done without the written consent of Assignee, shall be null and void. The Assignor shall have the right, regardless of this assignment, to modify said leases or take any other action with respect thereto which does not violate the specific provisions of subparagraphs (a), (b), (c) and (d) hereof.

0782

4328 RV-2