

- (a) Cancel said leases 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 provide 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 leases, either orally or in writing;
- (d) Consent to an assignment of the Lessee'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 any of said leases;
- (e) Accept a surrender or abandonment or vacation of any of the premises prior to the end of the terms of said leases.

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 the payments provided for in said mortgage or note, the said Lessor may receive, collect and enjoy the rents, issues and profits accruing to it under said leases; but it is covenanted and agreed by Lessor, for the consideration aforesaid, that, upon the happening of any default in performance of the covenants or in the making of payments provided for in the said mortgage and note, Lender may, at its option, receive and collect all the said rents, issues and profits. The Lessor, in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the aforesaid mortgage or note, hereby authorizes Lender, at its option, to enter upon the said mortgage premises by its officers, agents or employees for the collection of the rents and for the operation and maintenance of said mortgaged premises, the Lessor hereby authorizes Lender in general to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that the Lessor might reasonably so act.