

the extent required in Borrower's normal course of business, the performance and observance of each and every covenant and condition of each of the Leases to be performed or observed by the "Tenant" thereunder; and (iii) appear in and defend any action growing out of, or in any matter connected with, any of the Leases or the obligations or liabilities of Borrower as the "Landlord" thereunder or of the "Tenant" or any guarantor thereunder;

(b) Except in the normal course of business, Borrower will not, without the prior written consent of Lender, either (i) modify any of the Leases; (ii) terminate the term or accept the surrender of any of the Leases unless due to default by the "Tenant" thereunder; (iii) waive, or release the "Tenant" from, the performance or observance by the "Tenant" of any obligation or condition of any of the Leases; (iv) permit the prepayment of any rents under any of the Leases for more than one (1) month prior to the accrual thereof; (v) give any consent to any assignment or sublease by the "Tenant" under any of the Leases; or (vi) enter into any additional lease agreement relating to the Property, without the prior, written consent of Lender.

(c) Borrower shall take no action which shall cause or permit the estate of the "Tenant" under any of the Leases to merge with the reversionary interest of Borrower in the Property or any portion thereof; and

(d) Lender shall not be obligated to perform or discharge any obligation of Borrower under any of the Leases, and Borrower agrees to, and does hereby indemnify and hold Lender harmless against any and all liability, loss or damage which Lender may incur under any of the Leases or under or by reason of this Assignment, and from all claims and demands whatsoever which may be asserted against Lender by reason of an act of Lender under this Assignment.