

## The Assignor agrees:

- (a) that the Leases shall remain in full force and effect irrespective of any merger of the interest of the lessor and lessee thereunder;
- (b) that if the Leases provide for the abatement of rent during repair of the demised Premises by reason of fire or other casualty, the Assignor shall furnish rental insurance to the Assignee, the policies to be in amount and form and written by such insurance companies as shall be reasonably satisfactory to the Assignee;
- (c) not to terminate, modify or amend the Leases or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof without the written consent of the Assignee and that any attempted termination, modification, or amendment of the Leases without such written consent shall be null and void.
- (d) not to collect any of the rent, income and profits arising or accruing under the Leases in advance of the time when the same become due under the terms thereof;
- (e) not to discount any future accruing rents;
- (f) not to execute any other assignments of the Leases or any interest therein or any of the rents thereunder without the prior written notice to Assignee;
- (g) to perform all of Assignor's covenants and agreements as lessor under the Leases and not to suffer or permit to occur any release of liability of any lessee, or any rights to any lessees to withhold payment of rent; and to give prompt notices to the Assignee of any notice of default on the part of Assignor with respect to the Leases received from any lessee thereunder, and to furnish Assignee with complete copies of said notices;
- (h) if so requested by the Assignee, to enforce the Leases and all remedies available to the Assignor against any lessee, in case of default under the Leases by any lessee;
- (i) that none of the rights or remedies of the Assignee under the mortgage shall be delayed or in any way prejudiced by assignment;
- (j) that notwithstanding any variation of the terms of the mortgage or any extension of time for payment thereunder or any release of part or parts of the lands conveyed thereunder, the Leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof.
- (k) not to consent to any assignment of the Leases, or any subletting thereunder, whether or not in accordance with their terms, without prior written notice to the Assignee;
- (l) not to exercise any right of election, whether specifically set forth in the Leases or otherwise, which would in any way diminish any of lessee's liability or have the effect of shortening the stated term of the Leases.

(THE ASSIGNEE AGREES THAT NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THIS PARAGRAPH, THE ASSIGNOR HAS THE RIGHT, IN THE ORDINARY COURSE OF BUSINESS, WITHOUT THE PRIOR WRITTEN CONSENT OF THE ASSIGNEE, TO MODIFY, AMEND, AND/OR CANCEL ALL NON-CREDIT TENANT LEASES IN THE SHOPPING CENTER.)