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- (a) Cancel said Lease or accept surrender thereof unless the OWNER and the lessee shall execute a new lease which shall go into effect prior to or simultaneously with said cancellation and surrender, said new Lease to provide for a rental not less than the rent payable under the cancelled Lease and which shall not diminish the tenants' obligations to pay taxes and insurance to the extent that such obligations may exist under the cancelled Lease, and which new Lease shall run to a date which shall not be prior to the expiration of the said cancelled Lease. The OWNER covenants and agrees to assign said new Lease to Bankers Trust of South Carolina, N.A. in the same form and manner as it assigned the said cancelled Lease.
- (b) Reduce the rents, nor accept payments of any installments of rents in advance of the due dates thereof.
- (c) Consent to an assignment of the Lessee's interests in said Lease which will relieve the tenants of liability for the payments of rent and the performance of the terms and conditions of the Lease.
- (d) Accept surrender, or abandonment or vacation of the premises prior to the end of the term of the Lease.

and any of the above acts, if done without the written consent of Bankers Trust of South Carolina, N. A. shall be null and void.

Bankers Trust of South Carolina, N. A. by acceptance of this assignment, covenants and agrees to and with the OWNER that until a default shall occur by the OWNER in the performance of the covenants or in the making of the payments provided for in said Mortgage or Note, the said OWNER may receive, collect and enjoy the rents, issues and profits accuring to it under said Lease: