

D. Assignor has requested that Landlord give its consent to the Assignment of Leases.

NOW, THEREFORE, in consideration of the Premises and other good and valuable consideration, the parties hereto agree as follows:

1. Landlord agrees that the Lease is in full force and effect, and that it knows of no event which with the passage of time or the giving of notice would constitute a default under the Lease.
2. Landlord hereby consents to the Assignment of Leases.
3. There shall be no cancellation, surrender or modification of the Lease by joint action of Landlord and Assignor without the prior consent in writing of Assignees.
4. In the event of any default by Assignor under the Lease beyond applicable grace and notice period, including, specifically, the non-payment of rent thereunder, Landlord shall not terminate the Lease on account of said default, or take any other action whatsoever to enforce any claim with respect to the non-payment of rent without first giving written notice of the default in question to Assignees, and in the case of monetary defaults, the opportunity to remedy or cause to be remedied said monetary default within ten (10) days after receipt of notice from Landlord of said monetary default, and in the case of non-monetary defaults, the opportunity to remedy or cause to be remedied said non-monetary default within thirty (30) days after receipt of notice from Landlord of said non-monetary default, provided, however, that if said non-monetary default is not of a nature which can be cured within the said thirty (30) day period, the time granted hereunder to Assignees within which to cure said non-monetary default shall be extended for such time as may be necessary for Assignees to cure said non-monetary default, provided further, however, that Assignees commence cure within such 30 day period and proceed diligently to cure same to completion.