and agree to and with Provident Life and Accident Insurance Company, that they will not, without the written consent of Provident Life and Accident Insurance Company,

- (a) Cancel said lease or accept a surrender thereof unless the owners and Winn-Dixie Stores, Inc. 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 obligation 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. Owners covenant and agree to assign said new lease to Provident Life and Accident Insurance Company in the same form and manner as it assigned the said cancelled lease.
- (b) Modify the said lease, either orally or in writing, so as to decrease the term of the lease; reduce the rent or diminish the obligation of the tenant with regard to the payment of taxes and insurance, or to collect any rents more than thirty days in advance.
- (c) Consent to an assignment of the tenant's interest in said lease which will relieve the tenant of liability for the payment of rent and the performance of the terms and conditions of the lease, and any of the above acts, if done without the written consent of Provident Life and Accident Insurance Company shall be null and void. Provident Life and Accident Insurance Company, by acceptance of this agreement, covenants and agrees to and with owners that, until a default shall occur by owners in the performance of the covenants or in the making of the payments provided for in said mortgage or note, the said owners may receive, collect and enjoy the rents, issues and profits accruing to it under said lease; but it is covenanted and agreed by owners, for the consideration aforesaid, that, upon the happening of any default in performance of the covenants or in the making of the payments provided for in the said mortgage or note, Provident Life and Accident Insurance Company may, at its option, receive and collect all the said rents, issues and profits. The owners, 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 authorize Provident Life and Accident Insurance Company, at its option, to enter upon the said mortgaged premises by its officers, agents, or employees for the collection of the rents and for the operation and maintenance of said mortgaged premises, the owners hereby authorizing the Provident Life and Accident Insurance Company in general to perform all acts necessary for the operation and maintenance