

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the foregoing and of the sum of One Dollar (\$1.00) paid by Lender to Lessor, the receipt whereof is hereby acknowledged by Lessor, the said Lessor hereby assigns, transfers and sets over unto Lender said Tenant Leases as additional security; and for the consideration aforesaid, the Lessor hereby covenants and agrees to and with Lender that Lessor will not, without the written consent of Lender:

- (a) Cancel said Leases or accept a surrender thereof unless the Lessor and said tenant or tenants shall execute a new Lease or Leases which shall go into effect prior to or simultaneously with said cancellation and surrender, said new Lease or Leases to provide for a rental not less than the rent payable under the cancelled Lease or Leases and which shall not diminish any of the tenant's obligation to pay taxes and insurance to the extent that such obligation may exist under the cancelled Lease or Leases, and which new Lease or Leases shall run to a date which shall not be prior to the expiration of the said cancelled Lease, or Leases, Lessor covenants and agrees to assign said new Lease or Leases to Lender in the same form and manner as they assigned the said cancelled Lease, or Leases;
- (b) Reduce the rent, nor accept payment of any installment of rent in advance of the due date thereof;
- (c) Modify said Leases, either orally or in writing;
- (d) Consent to an assignment of the Lessee's interest in said Leases which will relieve the tenant of liability for the payment of rent and the performance of the terms and conditions of any of said Leases;
- (e) Accept a surrender or abandonment or vacation of any of the premises prior to the end of the term of said Leases.

Any of the above acts, if done without the written consent of Lender, shall be null and void.