

- (A) Cancel said lease or accept a surrender thereof unless the Owner and said F. W. Woolworth Co. 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 tenant's 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. Owner covenants and agrees to assign said new lease to Provident in the same form and manner as he assigned the said cancelled lease.
- (B) Reduce the rent.
- (C) 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.
- (D) Consent to an assignment of the Lessee'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, shall be null and void. The Owner shall have the right, regardless of this assignment, to modify said lease or take any other action with respect thereto which does not violate the specific provisions of sub-paragraphs (A), (B), (C) and (D) hereof.

Provident, by acceptance of this assignment, covenants and agrees to and with Owner that, until a default shall occur by 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 accruing to it under said Lease; but it is covenanted and agreed by Owner, 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 may, at its option, receive and collect all the said rents, issues and profits. The Owner, 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 authorizes the Provident 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 Owner hereby authorizing the Provident in general to perform all acts necessary for the operation and maintenance of

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