

that the tenant agrees to execute such further evidences of attornment as Lender may from time to time request; that the attornment of any the tenant shall not be terminated by foreclosure; and that Lender may, at Lender's sole option, accept or reject such attornments. If Borrower becomes aware that any tenant proposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent, Borrower shall (i) take such steps as shall be reasonably calculated to prevent the accrual of any right to a set-off against rent, (ii) notify Lender thereof and of the amount of said set-offs, and (iii) within ten days after such accrual, reimburse the tenant who shall have acquired such right to set-off or take such steps as shall effectively discharge such set-off and as shall assure that rents thereafter due shall continue to be payable without set-off deduction.

Borrower hereby assigns, sets over and transfers to Lender any such aforesaid lease or leases as additional security and agrees that Borrower will not do, without the prior written consent of Lender, any of the following:

- (a) Cancel any such lease or accept a surrender thereof unless Borrower and the tenant 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 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. Borrower covenants and agrees to assign said new lease to Lender in the same form and manner as Borrower assigned the said cancelled lease;
- (b) Modify any such 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 maintenance of the premises;
- (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;
- (d) Permit the payment of rent in any medium other than lawful money of the United States; permit the payment of any rent more than thirty (30) days in advance of the due date thereof or anticipate, discount, compromise, forgive, encumber or assign the rents or any part thereof or any lease or any interest therein;
- (e) Accept a surrender or abandonment or vacation of the premises prior to the end of the term of the lease.

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

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