

written consent of Lender; provided, however, that, if Lender ever approves in writing a standard lease form for the Property and minimum leasing criteria, Lender's consent shall not be required with respect to any lease on said form and meeting said criteria, but Lender shall have the right to determine, as to each lease, whether such lease is to be prior or subordinate to the Security Instrument.

(c) Borrower shall take no action which shall cause or permit the estate of the "Tenant" under any of the Leases to merge with the reversionary interest of Borrower in the Property or any portion thereof; and

(d) Lender shall not be obligated to perform or discharge any obligation of Borrower under any of the Leases, and Borrower agrees to, and does hereby indemnify and hold Lender harmless against any and all liability, loss or damage which Lender may incur under any of the Leases or under or by reason of this Assignment, and from all claims and demands whatsoever which may be asserted against Lender by reason of an act of Lender under this Assignment; provided, however, if and to the extent Lender enters into any non-disturbance and attornment agreement with any "Tenant," Borrower shall have no liability to Lender hereunder in connection with any action taken by Lender by reason of said non-disturbance and attornment agreement after foreclosure of the Security Instrument.

1.03 Covenants of Lender. By acceptance of delivery of this Assignment, Lender covenants with Borrower that:

(a) So long as there shall exist no Event of Default, as defined in Paragraph 2.01 hereinbelow, on the part of Borrower,