

EXHIBIT D

ASSUMPTION AND AMENDMENT AGREEMENT

THIS ASSUMPTION and AMENDMENT AGREEMENT (“Agreement”), made this ____ day of _____, 201__ by and between _____ having an address at _____ (hereinafter called “Landlord”) and _____, a _____ having an address at _____, (hereinafter called “Assignee”).

W I T N E S S E T H:

WHEREAS, Landlord and _____ t/a _____ (or one of its affiliates or predecessors) (“_____” and/or “Debtors”) entered into a lease dated _____ (said lease, together with all prior amendments thereto, if any, are collectively hereinafter called the “Lease”) pursuant to which Landlord let unto _____ premises (rental space # _____) located in the _____ Shopping Center (hereinafter called the “Premises”) _____; and

WHEREAS, by Order of the United States Bankruptcy Court for the _____ District of _____ dated _____, 200__ was granted the right to assign the Lease to Assignee (the “Approval Order”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto, each intending to be legally bound hereby, covenant and agree as follows:

1. Effective Date of Assignment. _____ has assigned to Assignee all of its right, title and interest in and to the Lease, together with all benefits and advantages to be derived therefrom, said assignment to be effective as of _____, 200__ (the “Effective Date”).

2. Assumption of Obligations by Assignee. Assignee, for the direct benefit of Landlord, as of the Effective Date, hereby assumes the timely and true performance of all of the rents, terms, covenants, conditions and provisions of the Lease hereby assigned at the time and manner set forth in the Lease (including without limitation the obligations to pay the rent and additional rent and to use the Premises as more fully set forth in said Lease), all with the same force and effect as if Assignee had executed the Lease originally as the tenant named therein. The liability of Assignee under the Lease shall become primary as to all obligations under the Lease. Assignee shall specifically be liable for all year-end adjustments for any calendar year not previously billed.

3. Lease Modifications as of the Effective Date.

The Lease shall be modified as set forth herein:

(a) **Notices.** (Section ___) Pursuant to Section ___, Tenant's notice address is hereby amended to:

(b) _____ (Section ___) Pursuant to Section ___, _____ is hereby amended to:

4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, administrators, executors, successors and assigns.

5. All other terms and conditions of the Lease shall remain and continue in full force and effect are unmodified and unchanged hereby except to the extent provided herein .

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed
the day and year first above written.

WITNESS/ATTEST:

LANDLORD:

By: _____

By: _____

TENANT:

a _____

WITNESS/ATTEST:

By: _____

Name: _____

Title: _____