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WHEREAS, the payment of the Bonds and compliance by Landlord with the terms of the Loan Agreement are additionally secured by an Assignment of Leases, Rents and Profits (the "Assignment"), wherein the Lease was assigned by Landlord to Mortgagee; and

WHEREAS, Mortgagee is at the date hereof the owner and holder of the Bonds secured by the Mortgage and Assignment.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency whereof being hereby acknowledged, Tenant, Landlord, and Mortgagee, intending to be legally bound hereby, covenant and agree as follows:

1. Provided Tenant is not in default in the payment of rent, taxes, utility charges or other sums payable by Tenant under the terms of the Lease or under any other provision of the Lease, and Tenant is then in possession of the Leased Premises:

(a) The right of possession of Tenant to the Leased Premises shall not be affected or disturbed by Mortgagee in the exercise of any of its rights and remedies under the Bonds, the Loan Agreement, the Mortgage, or the Assignment; and

(b) In the event Mortgagee obtains title to the Leased Premises through foreclosure or deed in lieu of foreclosure under the Mortgage, Tenant agrees to continue occupancy of the Leased Premises under the same terms and conditions of the Lease and will attorn to the Mortgagee, its successors or assigns, to the same extent and with the same force as if Mortgagee were the Landlord under the Lease.

2. Mortgagee shall be entitled, but not obligated, to exercise the claims, rights, powers, privileges, options and remedies of the Landlord under the Lease and shall be further entitled to the benefits of, and to

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