

costs, expenses and other related amounts contemplated by the loan documents without the consent of Landlord;

(b) Landlord shall be given written notice of any default under the mortgage or related documents, and an opportunity to cure such defaults within a period of fifteen (15) days as to monetary default, and thirty (30) days as to other defaults and furthermore such mortgage lender shall waive defaults of Tenant which are not curable by Landlord (for example the dissolution or bankruptcy of Tenant), provided that Landlord satisfies all monetary obligations and gives reasonable assurances satisfactory to such lender regarding its performance of other obligations of Tenant;

(c) If, as the result of a condemnation of the Premises, or a casualty which damages all or a portion of the Premises, the first mortgagee elects to apply the proceeds of any condemnation award or insurance settlement to the reduction of the first mortgage debt, the first mortgagee shall give Landlord 90 days written notice and an opportunity during said 90 days to pay the balance of all amounts due and owing to the first mortgagee without penalty prior to declaring the mortgage in default.

(d) in the event of foreclosure of the mortgage, after the mortgage lender and any other secured parties have received all amounts to which they are entitled, Tenant shall receive only those proceeds remaining from the foreclosure sale after Landlord shall have received all past rentals then cumulated or otherwise due.

Landlord may elect to waive its rights by executing a mortgage which subordinates its fee interest to the lien and interest of a mortgage lender contrary to the foregoing provisions of Section 15. Any such waiver by Landlord on any one or more mortgage or deed of trust shall not constitute a waiver by Landlord of its rights regarding any subsequent mortgages and such waiver does not and shall not constitute a modification or amendment of the rights of Landlord reserved under this Lease.

16. Any holding over by Tenant of the Premises after the expiration of this Lease shall operate and be construed as a tenancy from month to month only.

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