

WHEREAS, Lender is willing to provide such assurances to Tenant upon and subject to the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. The Lease shall at all times continue to be subject and subordinate in all respects to the Mortgage and to all renewals, modifications and extensions thereof, subject to the terms and conditions of this Agreement.

2. Tenant shall give prompt written notice to Lender of all defaults by Landlord of those obligations under the Lease which are of such a nature to give Tenant a right to terminate the Lease, to reduce rent, or to credit or offset any amounts against future rents.

3. So long as Tenant is not in default in the payment of any rent, additional rent, or other charges or is not in default of its obligation to remain in continuous operation for two (2) years pursuant to Article 9.10 of the Lease and so long as Tenant has not failed to cure any adjudicated default with regard to any of the other terms, covenants or conditions of the Lease, Tenant shall not be disturbed by Lender in Tenant's possession, enjoyment, use and occupancy of the premises during the original or any renewal term of the Lease or any extension or modification thereof.

4. Landlord and Tenant agree that Tenant shall make all payments to be made by Tenant under the Lease to such person or entity who exercises a right, arising under the Mortgage or any assignment of the Lease, to receive the rents payable by Tenant under the Lease upon receipt of written notice

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