

upon compliance with the terms and conditions of the Lease Agreement. It is agreed, by and between the parties hereto, that the Mortgagee shall execute or confirm the grants or releases of easements, licenses, rights of way, and other rights and privileges permitted by said Section 8.6 upon compliance with the provisions of the Lease Agreement.

AND IT IS RECOGNIZED AND AGREED, by and between the parties hereto, that under Sections 6.4, 6.5, 6.6, and 6.7 of the Lease Agreement, the Lessee, its successors or assigns, is required to keep the Project insured against loss or damage by fire for the benefit of the Mortgagee.

AND IT IS RECOGNIZED AND AGREED, by and between the said parties, that under Section 6.3 of the Lease Agreement, the Lessee, its successors or assigns, is required to pay all taxes and other governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project.

AND IT IS AGREED, by and between the said parties, that (a) upon any default being made (i) in the due and punctual payment of any interest on the Note; or (ii) in the due and punctual payment of the principal of the Note, whether at the stated maturity thereof, or upon proceedings for prepayment thereof or otherwise; or (b) upon the occurrence of an "event of default" under the Lease Agreement, that then the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due, at the option of the said Mortgagee, its successors or assigns, although the period for the payment of the said debt may not then have expired.

AND IT IS AGREED, by and between the said parties, that, should legal proceedings be instituted for the collection of the debt secured hereby,

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