

WITNESSETH :

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) paid in hand by each of the parties hereto to the other, receipt whereof is hereby acknowledged, for and in consideration of the mutual covenants herein made, the parties agree as follows:

1. The lien of said Lease is and shall be subject and subordinate to the provisions and lien of the Mortgage and to all renewals, modifications, consolidations, replacements and extensions thereof to the full extent of the principal sum secured thereby and interest thereon, and the lien of said Mortgage is and shall be made prior in lien to the lien of the Lease, with the same force and effect as if said Lease had been executed and delivered after the execution, delivery and recording of said Mortgage.

2. Mortgagee hereby agrees with Tenant that, so long as no default exists nor any event has occurred which has continued to exist for such period of time (after notice, if any, required by the Lease) as would entitle the Landlord under the Lease to terminate the Lease or would cause, without any further action of such Landlord, the termination of the Lease or would entitle such Landlord to dispossess the Tenant thereunder, the Lease shall not be terminated, nor shall such Tenant's use, possession or enjoyment of the Premises be interfered with, nor shall the leasehold estate granted by the Lease be affected in any other manner, in any foreclosure or any action or proceeding instituted under or in connection with the Mortgage or in case the Mortgagee takes possession of the Mortgaged Property pursuant to any provisions of the Mortgage.

3. Tenant agrees with Mortgagee that if the interests of Landlord in the Premises shall be transferred to and owned by Mortgagee by reason of foreclosure or other proceedings brought by it, or by any other manner, Tenant