

4. Southland currently operates a convenience store known as a "7-Eleven Food Store" on the Property pursuant to the terms and conditions of the Lease.

5. Southland has approved and accepted the improvements on the Property.

6. All rentals due and payable under the Lease are currently paid to Valley and Valley is the lessor under the Lease.

7. Valley and Southland hereby acknowledge and recognize that the acknowledgments, certifications and recognitions contained herein will be relied upon by Lafayette in making the Loan and will inure to the benefit of Lafayette and its successors and assigns.

The Lease is hereby modified so as to add the following as additional terms and conditions thereto with all terms being as defined in this instrument:

1. Lafayette intends to make a certain loan secured by the Mortgage, Assignment of the Lessor's Interest in Lease and a security interest in all personal property owned by Valley on the Property.

2. In the event any proceedings are brought for the foreclosure of the Mortgage or if the Property be sold pursuant to a sale under the power of sale contained in the Mortgage, Southland shall attorn to the purchaser upon any such foreclosure sale or sale under power and shall recognize such purchaser as the lessor under the Lease. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto.