

WHEREAS, the parties hereto mutually desire that the lease shall not terminate but rather shall remain in full force and effect in accordance with its terms in the event the Mortgage is foreclosed or any foreclosure sale of the mortgaged premises is made or any transfer thereof in lieu of foreclosure is made;

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) in hand paid by Henderson to Lender, the receipt whereof is hereby acknowledged, Lender and Henderson do hereby mutually covenant and agree as follows:

1. Provided Henderson is not in default under the terms of this lease (beyond any period given Henderson to cure such default, and after notice, if any required by the lease), then:

(a) The right of possession of Henderson to the leased premises and Henderson's rights arising out of the lease shall not be affected or disturbed by Lender in the exercise of any of its rights under the Mortgage or the note secured thereby; nor shall Henderson be named as a party defendant to any foreclosure of the lien of the Mortgage, nor in any other way be deprived of its rights under the lease.

(b) In the event that Lender or any other person acquires title to the mortgaged premises pursuant to the exercise of any remedy provided for in the Mortgage, the lease shall not be terminated or affected by said foreclosure or sale or transfer in lieu of foreclosure or any such proceeding and Lender hereby covenants that any sale by it of the mortgaged premises pursuant to the exercise of any rights and remedies under the mortgage or otherwise, shall be made subject to the lease and the rights of Henderson thereunder; and Henderson covenants and agrees to attorn to Lender or such other person as its new landlord and the lease shall continue in full force and effect as a binding and direct

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