

each Owner, by its Attorney-in-Fact, Irwin Kallman, Esq., duly appointed for this purpose, hereby agrees with the Trustee as follows:

1. The Owners jointly and severally (i) assume all of the obligations and undertakings of the Company contained in the Mortgage including without limitation payment of the Mortgage Note and any and all obligations or undertakings in the Mortgage or Leases formerly imposed upon the Lessees as to all Rejected Leases, (ii) agree to cause the transferees of the Affirmed Leases to perform thereunder in accordance with the Assignments, (iii) agree to put the Property in good and substantial order and repair and to make payment of all insurance premiums, taxes, installments of principal and interest and other reasonable costs and expenses which may be required to be paid arising from the termination of rejected Leases, including reasonable fees and disbursements of Trustee's counsel, and (iv) hereby ratify and confirm all of the provisions of the Mortgage and acknowledge that the Mortgage constitutes a valid lien on the Property, *LK* securing a present total indebtedness of \$ *879,223.72* plus interest thereon from the *1* day of *April*, 1978.

2. Some of the Leases for the Property listed on Schedule A, as noted thereon, have been terminated and each Owner severally agrees to assign any leases executed by it, as to its respective Property, to the Trustee and to insert in any lease a provision to the effect that such lease or any sublease is expressly subordinate to the Mortgage.