

NOW, THEREFORE, for and in consideration of the Premises and ten and no hundredths dollars (\$10.00) in hand paid by Lessor to Fee Mortgagee, the receipt and sufficiency of which are hereby acknowledged by Fee Mortgagee and for other good and valuable consideration, Fee Mortgagee and Lessor hereby covenant and agree as follows:

1. Fee Mortgagee agrees that the principal sum secured by the Fee Mortgage shall not be increased (except in the event the Fee Mortgagee shall have advanced monies for the payment of taxes, assessments, insurance premiums or similar items in accordance with the provisions of the Fee Mortgage) without the prior written consent of the Lessor.
2. Fee Mortgagee agrees that prior to any action to accelerate the indebtedness secured by the Fee Mortgage, and prior to the exercise of any election to increase the rate at which interest accrues on the indebtedness and obligations secured by the Fee Mortgage as a result of a default, Fee Mortgagee shall give written notice of such default to Lessor and Lessor shall have the right during the 30 day period next following the giving of such notice to cure such default or if such default is not susceptible to being cured within such 30 day period to commence such cure within such 30 days and thereafter diligently prosecute to complete the cure of such default.
3. Fee Mortgagee agrees that in the event of a bankruptcy, insolvency or other financial condition of the Lessee or the guarantor of the indebtedness secured by the Fee Mortgage that so long as Lessor is proceeding to terminate Lessee's tenancy under the Lease and assume possession of the Property and is otherwise curing or proceeding to cure any other default under the Fee Mortgage pursuant to the provisions hereof then Fee Mortgagee shall not accelerate the indebtedness secured by the Fee Mortgage nor shall it exercise any election to increase the rate at which interest accrues on the indebtedness and obligations secured by the Fee Mortgage as a result of such bankruptcy, insolvency or other financial condition.