

AND IT IS AGREED, by and between the parties hereto, that reference is made to Section 11.5 of the Lease, pursuant to which the Mortgagee hereby agrees to release certain property from the lien of this Mortgage upon compliance by the County and Lessee with the provisions of the Lease.

AND IT IS AGREED, by and between the parties hereto, that reference is made to Sections 6.4, 6.5, 6.6, and 6.7 of the Lease, whereby the Lessee, its successors or assigns, is required to keep the buildings erected, or to be erected on the premises, insured against loss or damage by fire to their full insurable value for the benefit of the Mortgagee.

AND IT IS AGREED, by and between the said parties, that reference is made to Section 6.3 of the Lease, whereby the said Lessee, its successors or assigns, is required to pay all taxes and other governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project.

AND IT IS AGREED, by and between the parties, that reference is made to Sections 6.3 and 6.7 of the Lease, whereby the Mortgagee, its successors, or assigns may cause the above mentioned insurance and taxes to be paid, together with all costs and penalties and in the event of a failure by the Lessee to so pay, reimburse themselves under this Mortgage for the sums so paid together with interest thereon from the date of such payment at the Penalty Rate, as defined in the Lease.

AND IT IS AGREED, by and between the said parties, that (a) upon any default being made (i) in the due and punctual payment of any interest on the Note; or (ii) in the due and punctual payment of the principal of the Note (and premium, if any), whether at the stated maturity thereof, or

4328 RV-2