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and nothing in the Note or in this Mortgage shall be considered as pledging any other funds or assets of the Mortgagor.

Reference is made to the provisions of Sections 8.5 and 11.3 of the Lease Agreement, as amended, whereby the Mortgagor and the Lessee have reserved the right to withdraw certain portions of the Leased Land (as defined in the Lease Agreement, as amended) upon compliance with the terms and conditions of the Lease Agreement, as amended. It is agreed, by and between the parties hereto, that the Mortgagee shall release from the lien of this Mortgage any such land upon compliance with the provisions of the Lease Agreement, as amended.

Reference is made to the provisions of of Section 8.6 of the Lease Agreement, as amended, whereby the Lessee may grant easements and take other action upon compliance with the terms and conditions of the Lease Agreement, as amended. It is agreed, by and between the parties hereto, that the Mortgagee shall execute or confirm the grants or releases of easements, licenses, rights of way, and other rights and privileges permitted by said Section 8.6 upon compliance with the provisions of the Lease Agreement, as amended.

AND IT IS RECOGNIZED AND AGREED, by and between the parties hereto, that under Sections 6.4, 6.5, 6.6, and 6.7 of the Lease Agreement, as amended, the Lessee, its successors or assigns, is required to keep the Project insured against loss or damage by fire for the benefit of the Mortgagee.

AND IT IS RECOGNIZED AND AGREED, by and between the said parties, that under Section 6.3 of the Lease Agreement, as amended, the

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