

Attachment I - Lehigh County Housing Authority Lease

LEASE AGREEMENT

BETWEEN

THE COMMONWEALTH OF PENNSYLVANIA

AND

LEHIGH COUNTY HOUSING AUTHORITY

THIS AGREEMENT, dated as of December 28<sup>th</sup>, 1989, by and between the COMMONWEALTH OF PENNSYLVANIA, acting through the Department of General Services, an administrative department thereof, with the approval of the Department of Public Welfare (hereinafter referred to as "Commonwealth") on the one part, and the LEHIGH COUNTY HOUSING AUTHORITY, (hereinafter referred to as "Authority") on the other part.

WHEREAS, The Commonwealth is the owner of the lands under the jurisdiction of the Department of Public Welfare known as the Allentown State Hospital located in the Cities of Allentown and Bethlehem, Commonwealth of Pennsylvania; and

WHEREAS, The Authority desires to lease a portion of said Allentown State Hospital more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Premises"), located in the City of Allentown, from the Commonwealth for the purpose of construction and operation of housing units for persons with serious mental illness; and

WHEREAS, The Authority desires to sublet to the Gordon Street Associates, a limited partnership, the said premises for the construction and operation of housing units for persons with serious mental illness; and

WHEREAS, Gordon Street Associates plans to obtain mortgage financing for the construction of housing units for persons with serious mental illness from the Pennsylvania Housing Finance Agency, as set forth in Exhibit "E"; and

WHEREAS, Pursuant to Act of 86 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor December 20, 1989, authorized the Commonwealth to lease the premises to the Authority and the Authority is desirous of

leasing the premises from the Commonwealth on terms, conditions and provisions hereinafter set forth.

IT IS HEREBY mutually agreed by the parties hereto to comply with the conditions, stipulations, covenants and terms of the Pennsylvania Housing Finance Agency Addendum to the Lease Agreement, attached hereto as Exhibit "E", and made a part hereof.

IT IS ALSO HEREBY mutually agreed by the parties hereto that the Authority shall occupy the premises located at Allentown State Hospital, City of Allentown, Pennsylvania 18103, as shown on the attached plan marked Exhibit "A", and made a part hereof.

The leased premises shall consist of approximately 1.7578 acres of land, as shown on Exhibit "B", and made a part hereof to be used for the construction of housing units for persons with serious mental illness and for no other purpose.

Authority accepts possession of the said premises upon the said terms and further agrees to the following covenants, stipulations, conditions and terms of agreement.

1. Demise. Commonwealth hereby leases to Authority, and Authority hereby leases from the Commonwealth the premises, more particularly described in Exhibit "B" attached hereto and incorporated herein.

2. Term. The term of this Lease Agreement with respect to the premises shall be for a period of fifty five (55) years beginning on the execution date of this Lease Agreement. Authority also understands and agrees that during the lease term, if pursuant to any subsequent Act of the General Assembly or Law of Congress, or any action taken under authority conferred by such subsequent Acts or any decision of court, the Commonwealth is required to retake the use or possession of the premises, then the Commonwealth shall have the privilege of cancelling this Lease Agreement by giving sixty (60) days written notice.

3. Rental. The rental for these premises will be \$1.00, the receipt of which is hereby acknowledged, plus other good and valuable considerations, which the Authority covenants and otherwise agrees to faithfully perform and otherwise provide for the benefit of the citizenry of the Commonwealth, in the form of providing housing units for persons with serious mental illness.

4. Assignment and Subletting. Authority is hereby granted the right to assign, sublet or transfer or permit the assignment, subletting or transfer, or grant or permit the granting of any other rights with respect to all or any portion of the Premises, to the Gordon Street Associates or other legal entities for the purposes of construction and operation of housing units for persons with serious mental illness, provided that no assignment, subletting, transfer or grant shall be for a term extending beyond the end of the term hereof.

5. Non-Disturbance Agreement. The parties agree that no default by either of them hereunder shall disturb the rights, possession and quiet enjoyment of any person entitled thereto under any assignment, sublease or other agreement with respect to the Premises, or any portion thereof, as long as such person is not in default under the terms of such assignment, sublease or other agreement. It is further agreed between the parties hereto that the rights or the estates created hereunder shall not be terminated by any breach or default nor shall such breach or default terminate any subsequent rights or estate derivative therefrom. The provisions of this paragraph 5 shall be binding upon all assignees or successors in interests hereto. At such time (s) as Authority subleases or otherwise transfers the Premises, or any portion thereof, to any other person or entity, the Commonwealth, through the Department of General Services, with the concurrence of the Department of Public Welfare, acting on behalf of the Commonwealth of Pennsylvania, shall upon request by any sublessees or assigns of the Premises promptly execute one or more nondisturbance agreements with any sublessees or assigns pursuant to which the Commonwealth will agree that if the Commonwealth succeeds to the interest of the Authority, under said sublease the Commonwealth will not terminate said sublease unless said sublessee is in default thereunder.

6. Additional Rent. If Authority should sublease or permit the sublease of or otherwise transfer the Premises during said term to a for profit entity or if a current nonprofit sublessee

should change from a nonprofit to a for profit classification, then the Commonwealth shall be notified within thirty (30) days and the Commonwealth shall receive twenty five (25) percent of all net profits from the construction and operation of the housing units on an annual basis, beginning the first year after the first and second mortgages held by the Pennsylvania Housing Finance Agency are fully satisfied, payable within thirty (30) days after the end of the sublessee's fiscal year.

7. Accounting. Authority or the sublessee actively operating the housing units shall, no later than one hundred twenty (120) days after the close of its fiscal year, submit to the Commonwealth a financial statement for the said fiscal year by an authorized representative of Authority or sublessee actively operating the housing units, and certified to be true and correct by a Certified Public Accountant.

8. Condition of the Premises. The Premises are leased to and accepted by Authority in their present condition and without representation or warranty of any kind by the Commonwealth including, but not limited to, any representations or warranty of fitness for a particular purpose.

9. Indemnification. Authority agrees to pay, and to protect, indemnify and save harmless the Commonwealth from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, claims, demands or judgements of any nature arising from any injury to, or the death of, any person or any damage to property on the Premises arising from any negligent act or omission of Authority, its sublessees, agents, or employees or of any Commonwealth agents, representatives, or employees acting under the direction of the Authority.

10. Maintenance, Repair and Renovations. Authority agrees that it will require in any sublease into which it enters (other than to a department or agency of the Commonwealth) that all improvements hereafter constructed on the Premises shall be kept and maintained in a state of good repair (except for ordinary

wear and tear), including all repairs, maintenance and renovation, major, as well as minor, without cost to the Commonwealth.

11. Surrender of the Premises. At the end of the proposed 55 year term of this Lease Agreement, Authority will either peaceably deliver up to the Commonwealth possession of the Premises hereby demised in such a condition as they shall then be, or, at the request of the Department of Public Welfare, remove all improvements, including but not limited to the housing units, parking areas, and sidewalks, and return the Premises to its original condition.

12. Right of Entry. The Commonwealth reserves the right to enter the Premises at any reasonable time for purposes (a) of consultation with the Authority; (b) of making repairs, improvements, and inspections; and (c) to conduct any type of business that pertains to the efficient operation of the Allentown State Hospital. This right is also reserved to the Commonwealth's agents, employees, and assigns.

13. Signs. Any exterior signs must be approved by Allentown State Hospital.

14. Utilities. Authority will be responsible for the installation and payment of all required utilities on the premises.

15. Parking. Authority will be responsible for providing parking for the housing units. Occupants of the housing units or Authority may park on the Premises.

16. Willful Neglect. Willful neglect, failure, or refusal by either party to carry out any substantial provisions of this Lease Agreement shall give the other party the benefits of any proceedings provided by law.

17. Ordinances and Regulations. It is fully understood and agreed by and between the parties hereto, that it is the responsibility and legal obligation of Authority to comply with all Federal, State, local and municipal laws, ordinances and regulations. Failure of Authority to comply with this condition

shall be deemed a substantial violation of this Lease Agreement and Commonwealth may upon thirty (30) days written notice to Authority, terminate the Lease Agreement.

18. Insurance. Authority at its own expense, shall provide and maintain for the benefit of the Commonwealth and itself, as their respective interests may appear, adequate insurance in amounts satisfactory to the Commonwealth with responsible insurance companies licensed to do business in the Commonwealth of Pennsylvania insuring: (a) public liability coverage in the amount of at least \$300,000.00 per person and \$1,000,000.00 per occurrence for bodily injury and property damage with Commonwealth named as additional insured throughout the term of the lease and any extensions thereof. Authority or his insurance agent or company must forward evidence of the aforementioned insurance coverage to the Bureau of Real Estate, Department of General Services, Room 505 North Office Building, Harrisburg, Pennsylvania 17125, immediately upon the execution of this lease agreement, and on or before the execution date of ensuing years. Authority or his insurance agent or company shall notify Commonwealth at least thirty (30) days prior to any change, transfer, or cancellation of the aforementioned insurance coverage.

19. Serious Mental Illness. The Department of Public Welfare shall define serious mental illness for the purpose of classifying tenants of the housing units.

20. Security. Allentown State Hospital will not be responsible for security on the premises.

21. Access to Premises. Authority shall maintain a private road intersection with Gordon Street.

22. Option to Purchase. Both parties acknowledge that should a conveyance of the Premises to Authority be authorized by the legislature during the term of the Lease Agreement, Authority may purchase the Premises pursuant to said legislation for fair market value of the land determined as it exists at the beginning date of this Lease Agreement.

23. Property Use. The Premises shall be utilized solely for the purposes stated in Act 86 of 1989. No changes in the use of the Premises may occur unless and until authorized by a Legislative Amendment to Act 86 of 1989.

24. Conversion. At any time after the execution of this Lease Agreement, the housing units indentified herein may be converted to generic low income housing and/or housing for the elderly upon the written agreement of both parties and the authorization for low income housing and/or housing for the elderly by a Legislative amendment to Act 86 of 1989.

25. Groundskeeping. Authority will be responsible for the upkeep of the grounds around the housing units as outlined on Exhibit "B". The lawn shall be mowed and the trees and shrubs trimmed in such a manner as to maintain a clean and neat appearance.

26. Snow Removal. Authority will be responsible for the prompt removal of snow from the sidewalks around the housing units, from the parking areas, and the intersection with Gordon Street.

27. Housekeeping. Authority will maintain the interior of the housing units in a clean, safe and healthful condition.

28. Liaison. Representative (s) from the Allentown State Hospital, Authority and each sublessee will meet semi-annually to discuss problems that impact on both parties. An individual from Authority, each sublessee and Allentown State Hospital will be appointed to act as liaison persons to discuss and deal with daily and/or routine problems.

29. Contractor Integrity Provisions. Included in and made a part of this Lease Agreement is Exhibit "C" (attached), a clause regarding Contractor Integrity by the Authority. It shall be understood that the word "Contractor" as used in Exhibit "C" shall refer to Authority.

30. Non-Discrimination Clause. Included in and made a part of this Lease Agreement is Exhibit "D" (attached), a clause regarding non-discrimination by the Authority. It shall be

understood that the word "Contractor" as used in Exhibit "D" shall refer to Authority.

31. Termination. This Lease Agreement shall terminate at the end of the term which begins on the execution date of this Lease Agreement.

32. Compliance. It is further agreed that if Authority should fail to comply with any of the covenants, terms or conditions of this Lease Agreement during the said term or any subsequent term, the Commonwealth may, after giving Authority thirty (30) days notice to comply and giving the Pennsylvania Housing Finance Agency notice as stipulated in the Addendum, Paragraph 3, of Exhibit "E" attached hereto, and made a part of, at its option, terminate this lease for failure to comply.

33. Notices. All notices, payments, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Lease Agreement shall be in writing and may be sent by registered or certified United States mail, postage pre-paid, addressed as follows:

Commonwealth: Director, Bureau of Real Estate  
Department of General Services  
505 North Office Building  
Harrisburg, Pennsylvania 17125

Lehigh County: Director  
Housing Authority 333 Ridge Street  
Emmaus, PA 18049

Pennsylvania Housing: Attn: Chief Counsel  
Finance Agency 2101 North Front Street  
Harrisburg, PA 17110

Authority and Commonwealth shall the right, from time to time, to specify as its address for purposes fo this Lease, any other address in the United States upon giving fifteen (15) days notice thereof to the other parties.



IN WITNESS WHEREOF, the respective parties have caused this Lease Agreement to be executed by their proper officers and their respective seals affixed hereto and attested the day and year first above written.

ATTEST:

[Signature]

COMMONWEALTH OF PENNSYLVANIA  
Department of General Services

David L. Jametta (SEAL)  
Secretary

ATTEST:

[Signature]

DEPARTMENT OF PUBLIC WELFARE

[Signature]  
Secretary

APPROVED AS TO FORM AND LEGALITY:

OFFICE OF GENERAL COUNSEL-DPW

[Signature]

OFFICE OF ATTORNEY GENERAL

By John F. Hall  
Deputy Attorney General

OFFICE OF CHIEF COUNSEL-DGS

By Charles E. Anderson

APPROVED:

APPROVED- David L. Jametta  
GOVERNOR

ATTEST:

[Signature]  
Secretary/Treasurer

LEHIGH COUNTY HOUSING AUTHORITY

[Signature] (SEAL)  
President/Vice President  
Chairman  
-45

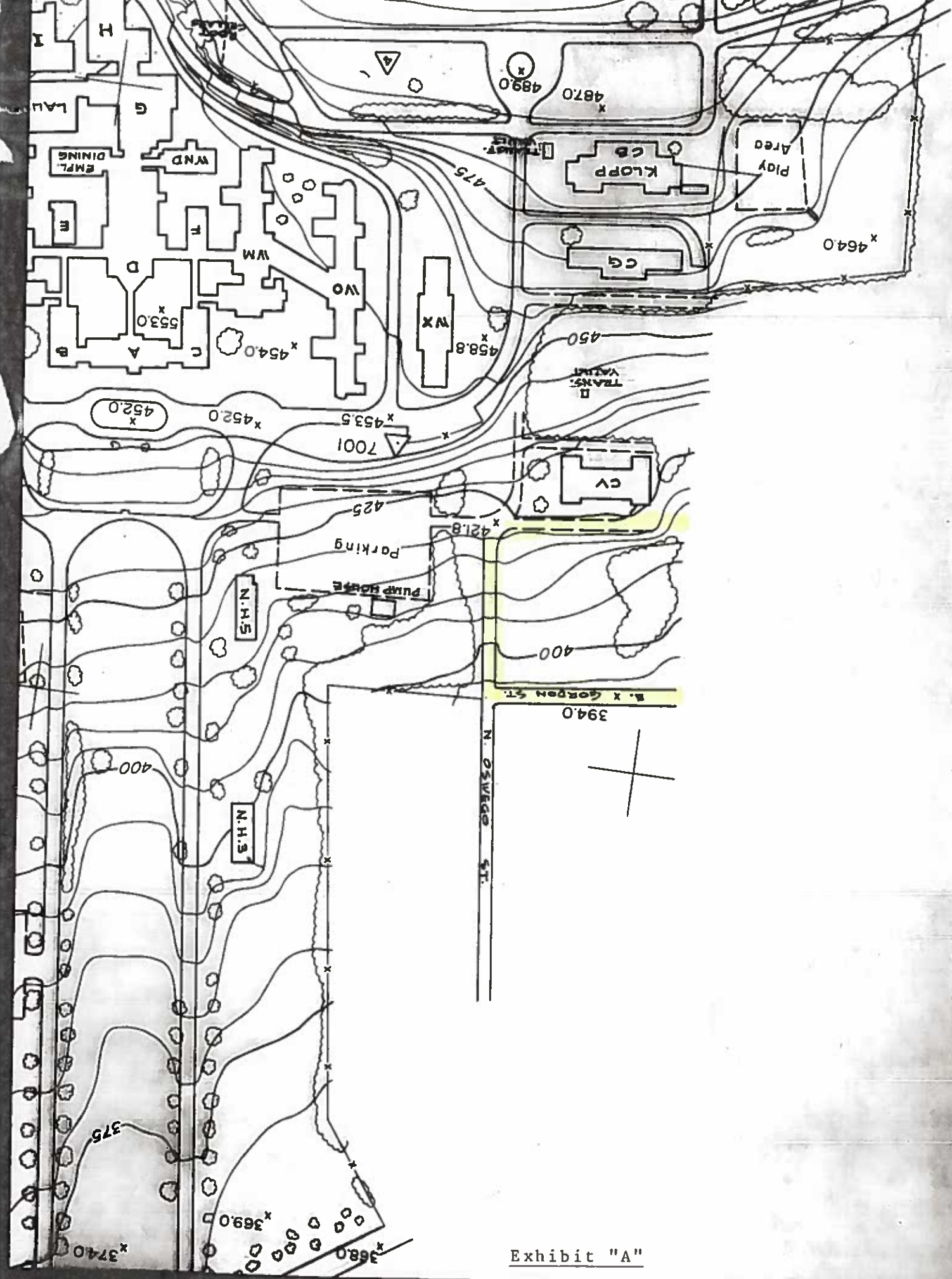
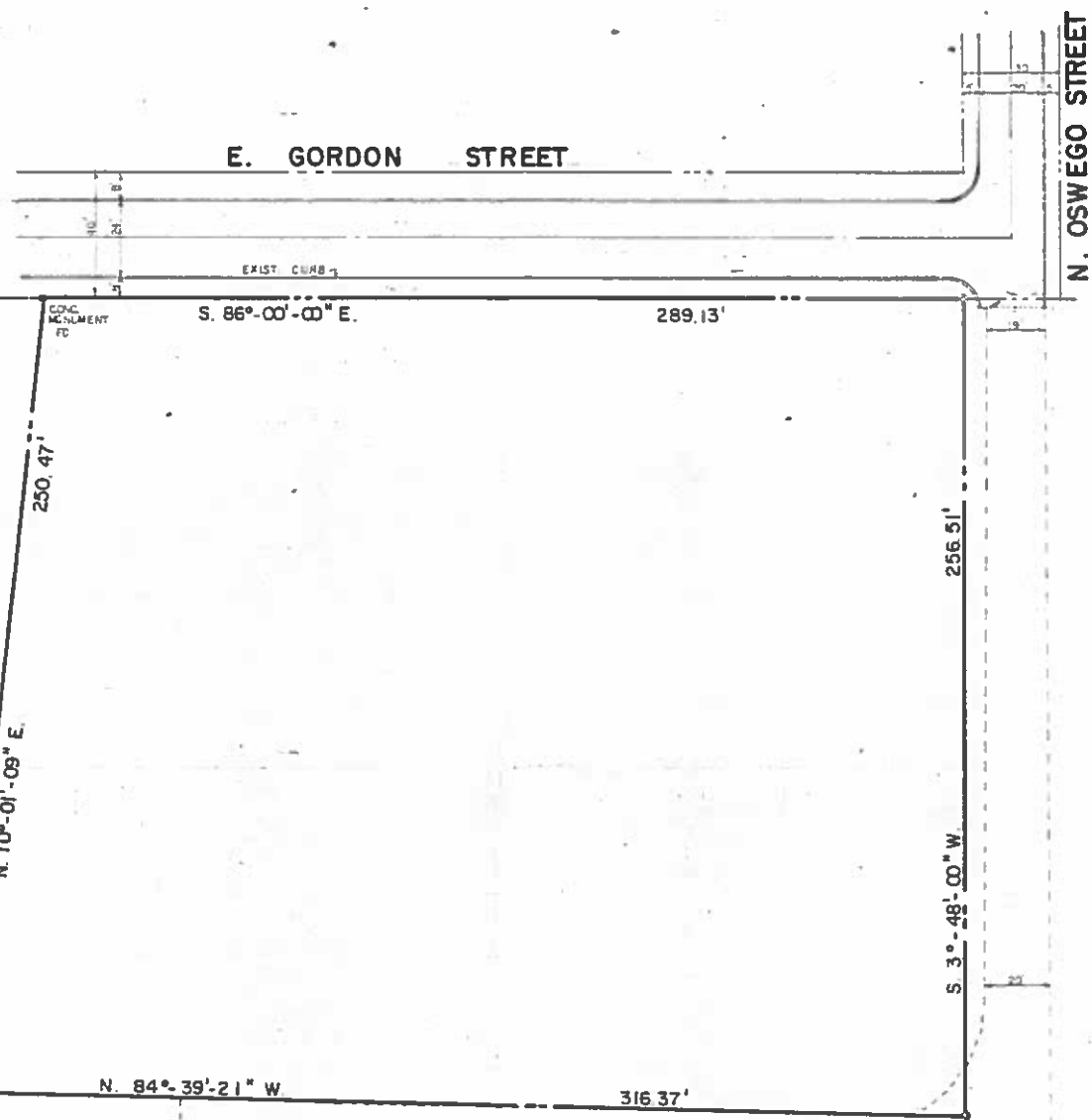


Exhibit "A"



N/L  
 JEFFREY REHFUSS  
 DB VOL. 1430 P. 715  
 TAX MAP GDHW BLK. 11 LOT 5

N/L  
 OLD FORGE CORPORATION  
 DB VOL. 1129 P. 734, 1156 VOL. 1157 P. 46  
 & DB VOL. 1147 P. 1176

N/L  
 ALLENTOWN STATE HOSPITAL  
 DB VOL. 179 P. 121  
 TAX MAP GD BLK. 5 LOT 1

**SITE DATA**

RECORD OWNER ALLENTOWN STATE HOSPITAL  
 1600 HANOVER AVENUE  
 ALLENTOWN PA.  
 DEED OF RECORD DB VOL. 179 P. 121  
 TOTAL AREA = 1.7578 AC  
 TAX MAP GD BLK. 5 LOT 1  
 ZONING DISTRICT: P-1 - PARK AND INSTITUTIONAL  
 MIN. LOT AREA = 7200 SQ. FT.  
 MIN. LOT WIDTH = 60'  
 MIN. LOT SETBACKS: FRONT = 30'  
 REAR = 35'  
 SIDE = 7' BOTH = 16'

Exhibit "B"

REVISIONS	<b>PLAN OF PROPERTY FOR</b>		SHEET NO.
	<b>VALLEY HOUSING DEVELOPMENT CO</b>		
15 TH. WARD CITY OF ALLENTOWN LEHIGH COUNTY PENNSYLVANIA			
SCALE 1" = 30'	MARTIN H. SCHULER CO. ENGINEERS & SURVEYORS ALLENTOWN, PA 18102 215-433-5201		JOB NO.
DATE			

## CONTRACTOR INTEGRITY PROVISIONS

### 1. Definitions.

a. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.

b. Consent means written permission signed by a duly authorized officer or employe of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.

c. Contractor means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employes, and owners of more than a 5% interest.

d. Financial Interest means:

(1) ownership of more than a 5% interest in any business; or

(2) holding a position as an officer, director, trustee, partner, employe, or the like, or holding any position of management.

e. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

2. The contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.

3. The contractor shall not disclose to others any confidential information gained by virtue of this agreement.

4. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employe of the Commonwealth.

5. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employe of the Commonwealth.

6. Except with the consent of the Commonwealth, neither the contractor nor anyone in privity with him shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

7. Except with the consent of the Commonwealth, the contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

8. The contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.

9. The contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.

10. The contractor shall, upon request of the Office of State Inspector General, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the contractor of, concerning, and referring to this agreement with the Commonwealth or which are otherwise relevant to the enforcement of these provisions.

11. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

## NONDISCRIMINATION CLAUSE

During the term of this contract, Contractor agrees as follows:

- (1) Contractor shall not discriminate against any employe, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Contractor shall take affirmative action to insure that applicants are employed, and that employes or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employes, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- (2) Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.
- (4) It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
- (6) Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.
- (7) Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of the of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Affirmative Action.
- (8) Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employes.
- (9) Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.
- (10) Contractor's obligations under this clause are limited to the Contractor's facilities within Pennsylvania, or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

PENNSYLVANIA HOUSING FINANCE AGENCY  
ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM is to be attached to and made a part of the Lease Agreement entered into by and between the COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF GENERAL SERVICES, with the approval of the Department of Public Welfare, (hereinafter "Lessor"), and the HOUSING AUTHORITY OF LEHIGH COUNTY, (hereinafter called "Lessee").

WHEREAS, the parties are entering into a Lease Agreement wherein the Lessee is given a leasehold interest in a portion of lands known as the Allentown State Hospital, located in the Cities of Allentown and Bethlehem, Commonwealth of Pennsylvania, for a term of fifty-five (55) years; and

WHEREAS, the Lessee intends to sublet the premises to Gordon Street Associates, a Pennsylvania limited partnership (hereinafter "Sublessee"), for the purpose of constructing and operating a housing project for persons suffering from serious mutual illness, and

WHEREAS, the Sublessee plans to obtain mortgage financing for the construction of the project from the Pennsylvania Housing Finance Agency.

NOW, THEREFORE, in order to assist the Sublessee in obtaining funding from the Pennsylvania Housing Finance Agency, the parties to the foregoing Lease Agreement agree that the following terms be incorporated into the Lease Agreement:

1. The Lessor hereby agrees that the Lessee or Sublessee may mortgage and assign their interests under the Lease and/or Sublease Agreement to the Pennsylvania Housing Finance Agency (hereinafter "Leasehold Mortgagee").

2. If during the term of the original Lease, the Lessee or Sublessee should fail or cease to operate, then the Leasehold Mortgagee shall have the right to assume Lessee's/Sublessee's rights and responsibilities as set forth in the Lease Agreement for the remainder of the lease term.

3. The Leasehold Mortgagee shall be given a copy of every notice of default sent to the Lessee/Sublessee by the Lessor or Sublessor. If the Lessee/Sublessee fails to properly cure any default under the Lease Agreement, the Leasehold Mortgagee shall be given sixty (60) days to cure said default if after sixty (60) days written notice, the Leasehold Mortgagee fails to cure said default, then the Lessor shall have the right at its election then or any time thereafter, and while such default or defaults shall continue, to terminate the Lease and this Addendum and all rights granted Lessee/Sublessee and/or Leasehold Mortgagee shall terminate and come to an end, and the Lessee/Sublessee and/or the Leasehold Mortgagee shall peaceably

and quietly yield up and surrender to Lessor the leased Premises and execute and deliver to the Lessor such instrument or instruments as shall be required by Lessor as will properly evidence termination of their rights hereunder and their interest herein. In the event of termination of this Lease as provided above, Lessor shall have the right to repossess the Premises either with or without process of law or through any form of suit or proceeding.

4. If the Leasehold Mortgagee does properly cure the Lessee/Sublessee's default, the Leasehold Mortgagee shall have the right to assume all of Lessee/Sublessee's rights and responsibilities as set forth in the Lease Agreement for the remainder of the Lease term.

5. In the event Leasehold Mortgagee does assume all the rights and responsibilities of the Lessee/Sublessee as provided for above, then Leasehold Mortgagee shall have the right to assign the Leasehold to a third party, provided however, that said third party meets with the approval of the Pennsylvania Department of Public Welfare, which approval shall not be unreasonably withheld, and provided that said third party assumes all rights as well as responsibilities that are placed upon the Lessee/Sublessee in the original Lease Agreement.

6. The parties specifically agree that the provisions set forth herein shall be binding upon, and shall be incorporated into any agreement between Lessee/Sublessee and the Leasehold Mortgagee, as well as any agreement between the Leasehold Mortgagee and any third party assignee which assumes the rights and responsibilities of the Lessee/Sublessee as provided for above.