

# 30741

## BASE CLOSURE HOMELESS ASSISTANCE AGREEMENT

**RE: SCHROEDER HALL U.S. ARMY RESERVE CENTER**

THIS BASE CLOSURE HOMELESS ASSISTANCE AGREEMENT (“AGREEMENT” OR “LEGALLY BINDING AGREEMENT”) is made and entered into by and between the City of Long Beach, a municipal corporation, as the Local Redevelopment Authority (“LRA”) for the Schroeder Hall U.S. Army Reserve Center and Mental Health America of Los Angeles (“Tenant”), whose address is 100 West Broadway, Suite 5010, Long Beach, CA 90802-2310.

### *Definitions*

Homeless Person: An individual or family who lacks a fixed, regular, and adequate nighttime residence and as more fully defined at 24 C.F.R. § 586.5.

Homeless Service Provider: Nonprofit organization or governmental agency providing facilities and services that address the need of homeless persons.

Schroeder Hall: The Schroeder Hall U.S. Army Reserve Center located at 3800 E. Willow Street in Long Beach, California.

Homeless Assistance Accommodation Site: See Exhibits “A” and “B” attached.

Alternate Homeless Assistance Accommodation Site: One acre at Schroeder Hall U.S. Army Reserve Center.

### *Recitals*

- A. Schroeder Hall is a military base located in Long Beach, California, consisting of approximately 4.73 acres. The base is currently owned by the United States of America and operated by the Department of the Army (“ARMY”). Closure of the base was recommended by the Base Realignment and Closure Commission (“BRAC”) in 2005 and concurred with by the President and Congress. The base is scheduled for closure in 2011.
- B. Schroeder Hall is being made available for civilian reuse pursuant to the reuse processes prescribed in the Defense Base Closure and Realignment Act (the “Act”) of 1990 (10 U.S.C. § 2687), as amended by the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, Public Law 103-421 [the “Redevelopment Act”] and its implementing regulations (24 CFR Part 586; CFR Part 92).
- C. The LRA, throughout the reuse process, has involved representatives of the homeless, including, but not limited to, Mental Health America of Los Angeles (“previously known as the National Mental Health Association of Greater Los Angeles”), and has conducted a screening process to solicit applications for potentially surplus property from Homeless Service Providers in accordance with the aforementioned laws and regulations. The LRA received numerous Notice of Interest (“NOI”)

applications pertaining to homeless needs and services. The LRA reviewed the NOI applications in order to determine their consistency with the City's long-term strategic vision and with the proposed reuse plan for Schroeder Hall. Tenant has submitted a Notice of Interest and is a Homeless Service Provider.

- D. The LRA will submit a reuse plan to the U.S. Department of Housing and Urban Development ("HUD") and to the U.S. Department of Defense ("DOD"). If HUD determines that the reuse plan adequately plans for the provision of facilities to address the needs of homeless people in the community and that the reuse plan is feasible and adequately balances the needs of the homeless with the needs of the community for economic development and other development, then HUD will approve the reuse plan and forward it to DOD. Upon HUD's approval of the reuse plan and this Legally Binding Agreement, it is intended that the LRA will be the conduit for the disposal process for all property at Schroeder Hall. The LRA will in turn lease the Homeless Assistance Accommodation Site to Tenant in accordance with the terms and conditions set forth herein below.
- E. The LRA and Tenant shall use the adopted reuse plan and homeless service accommodation as the "preferred alternatives" for all requisite Environmental Impact Reports ("EIRs") under the California Environmental Quality Act ("CEQA"). The LRA and Tenant may also use the adopted reuse plan as the basis for any necessary zoning changes required to implement the plan. LRA agrees, as Landlord, to be co-applicant on Tenant applications for requisite EIRs and zoning changes.
- F. The parties enter into this Legally Binding Agreement pursuant to the Base Closure and Community Redevelopment Act to provide for the implementation of those portions of the reuse plan which relate to services for homeless persons.
- G. It is the intent of the LRA to facilitate the accommodation of services for homeless persons upon final approval of the reuse plan by entering into a lease with Tenant for the Homeless Accommodation Site. The parties acknowledge that any lease agreement is subject to: 1) the LRA obtaining approval by HUD, DOD and ARMY of the Schroeder Hall reuse plan; 2) approval of the public benefit conveyance request from the City of Long Beach by the Department of Justice ("DOJ") for the use of the Schroeder Hall site for a Police Substation; and 3) that the proposed uses will not violate any federal law, state law, including CEQA, local law, or binding court order. If any one or more of these conditions precedent (1, 2, or 3 above) does not occur, making the Homeless Accommodation Site unavailable, the LRA will provide Tenant with one acre at the Alternate Homeless Accommodation Site. If the Alternate Homeless Accommodation Site is unsuitable due to environmental evaluation, or health or safety code violations, then the parties will meet in good faith to identify another suitable accommodation that is substantially equivalent in terms of size (one acre), zoning (by right) and degree of accessibility to public transportation. The City will use its best effort to locate another suitable substantially equivalent in order that Tenant has the ability to provide the homeless assistance services as outlined in this Agreement.

With reference to the facts cited above, the parties agree as follows:

**1. Homeless Accommodation and Description of Program**

**Description of leased "Homeless Accommodation Site"**

One (1) acre of useable City-owned or City-leased property will be provided under a no-cost lease to Tenant for the purpose of providing services to homeless persons. The leased property is located southerly and adjacent to the City's Health Department building located at 2525 Grand

Avenue as further described in Exhibit "A." The use proposed by Tenant is a legally permissible use of such property under the Long Beach Municipal Code.

Description of "Program":

Tenant's proposed Homeless Healthcare Access Program will provide access to healthcare as many homeless mentally ill are unable to manage the process and procedures of traditional healthcare delivery systems. The center will include outreach, assessment, psychiatric treatment, medical evaluation (with care coordination), assistance with access to public benefits, and will not provide overnight stay.

**2. Term**

Unless terminated earlier in accordance with the terms as provided herein, this Agreement shall commence after approval by HUD and upon execution by the parties hereto. This Agreement shall terminate 30 years after the date of execution of a no-cost lease for the Homeless Accommodation Site, with an option to renew for an additional 10 year term, at Tenant's discretion, provided that there are no material defaults of the lease.

Subject to the limitations of this agreement, the LRA will lease and the Tenant will take occupancy of the Homeless Accommodation Site within 90 days after the City receives documents conveying the Schroeder Hall property to the LRA, and within 90 days after the Health Department functions are relocated off the site, whichever occurs later.

**3. Consideration**

The Homeless Accommodation Site will be leased to Tenant at no charge; provided however, that the consideration for continued possession, operation, and occupancy of the subject Homeless Accommodation Site will be the Tenant's continuing use of the property in accordance with the provisions set forth in this Agreement and the Tenant shall be responsible for all development and operating expenses of the Homeless Accommodation Site, including but not limited to utility costs to all buildings, CEQA, entitlements, capital improvements, maintenance, insurance, taxes, assessments, code compliance, and security. The LRA will use its best efforts to assist Tenant in securing financing for the homeless assistance services described herein.

**4. Responsibility of Rehabilitation of Homeless Accommodation Site**

Tenant shall be responsible for rehabilitation of subject Homeless Accommodation Site and shall be responsible for bringing such into compliance with all current federal, state and local building codes, regulations and standards, within the time periods set forth in the applicable statutes and ordinances. The LRA shall pay for all fees associated with the CEQA review of the proposed project.

The LRA is responsible for remedying any pre-existing environmental conditions at the Homeless Accommodation Site or, Alternate Homeless Assistance Accommodation Site, identified in investigation and inspection. LRA is responsible for any additional environmental testing that is required by lenders as a condition of providing financing to Tenant for the homeless assistance services to be provided.

## **5. Use of Homeless Accommodation Site**

The subject Homeless Accommodation Site will be leased upon the condition that the Tenant will use the same lawfully and for the purpose of providing the Program described herein as part of the LRA's Homeless Assistance Submission pursuant to the requirements of the Base Closure and Community Redevelopment Act. The City, on behalf of the LRA, will provide to Tenant written zoning confirmation that Tenant's use at the Homeless Assistance Accommodation Site, or alternate site, is permitted by right.

The Tenant shall comply with all applicable statutes, ordinances, regulations, and requirements of the federal government, state government and LRA, applicable to said Homeless Accommodation Site; and shall also comply with for all applicable codes at Tenant's own cost and expense.

## **6. Non-Discrimination**

The LRA, any City representative acting on its behalf in carrying out this Agreement and the lease and tenant shall not discriminate against any individual or group on the basis of race, ethnicity, national origin, religion, age, sex, or disability. Tenant shall at all times comply with the requirements of all state and federal civil rights laws and regulations including but not limited to the Americans with Disabilities Act (42 U.S.C. §§ 360, et.seq.), The Rehabilitation Act of 1973 (29 U.S.C. § 794), California's Unruh Civil Rights Act (California Civil Code §§ 54, et. Seq.), California's Disabled Access Regulations (California Administrative Code, Title 24 §§ 2-100, et. Seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d), et. Seq.) and all requirements imposed by 49 CFR Part 21.

## **7. Homeless Accommodation Site Lease**

The LRA shall provide the form of lease to be used in carrying out the homeless service provision of this Agreement. All lease instruments shall include provisions providing for termination should the Tenant fail to use, operate, or maintain the Homeless Accommodation Site to benefit the homeless in accordance with the Program described in paragraph 1. The LRA shall provide HUD with any notices of default which are the subject of this agreement. Lease terms shall be nondiscriminatory and in compliance with the civil rights laws identified in paragraph 6. The Lease shall include the subordination language attached hereto as Exhibit "C."

## **8. Force Majeure**

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substituted therefore, federal or state governmental restrictions, federal or state governmental regulations, federal or state governmental controls, judicial orders, enemy or hostile action, civil unrest, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance of the party.

## **9. Right to Terminate**

Tenant shall have a right to terminate its obligations under this Agreement, and under any lease for the Homeless Accommodation Site on 30 days' written notice to the LRA, provided however, that the

Tenant will be obligated to vacate the Homeless Accommodation Site within 60 days of the issuance of the notice to terminate.

Upon Tenant's termination, Tenant shall have the right to remove all trade fixtures affixed by Tenant, including without limitation, medical equipment, refrigerators, freezers, and racking.

**10. Default**

Any violation of any term or condition of this Legally Binding Agreement shall constitute the basis for a default, if that violation is not remedied within thirty (30) days after written notice from the LRA. The parties agree to make good faith efforts to meet and confer in order to seek informal resolution of any default.

**11. Assignment**

Without written consent of the LRA, which shall not be unreasonably withheld, this Agreement is not assignable by Tenant, whether in whole or in part. The LRA may, in its reasonable discretion, assign this Agreement to another public entity, no such assignment shall serve to change the rights and obligations of Tenant hereunder.

**12. Amendment**

This Agreement is subject to modification or amendment only by written instrument executed by and between both parties. The parties agree to timely execute a modification or amendment to this Agreement that would maintain the same balance of interest between the LRA and Tenant if environmental reviews or federal or state requirements do not permit it to be implemented as written, or if changes are required by the federal government or are deemed necessary by either party to comply with the Redevelopment Act, or any federal or state laws or regulations governing closure of Schroeder Hall.

**13. Applicable Law**

This Agreement shall be interpreted under and pursuant to the laws of the State of California.

**14. Severability**

If any term in this Agreement is held in a final disposition by a court of competent jurisdiction to be invalid, then the remaining terms shall continue in full force unless the rights and obligations of the parties have been materially altered by such holding of invalidity.

**15. Legal Actions/Attorney Fees**

If any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach of this Agreement, then the prevailing party shall not be entitled to attorney fees or costs incurred in such action.

**16. Modifications**

This Agreement shall not be modified except by written instrument executed by and between the parties.

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This Agreement shall not be modified except by written instrument executed by and between the parties.

**17. Notices**

The parties evidence their agreement to the terms of this Agreement by signing below.

Any notice or demand which under the terms of this Agreement, or by any statute or ordinance must or may be given or made by a party hereto, shall be in writing and may be given by ordinary or certified mail sent to the address below as such party from time to time designate by notice.

Dated: 3/21/08

“Tenant”

Mental Health America of  
Los Angeles

By:   
Chief Executive Officer Vice President

Address:  
100 West Broadway, Suite 5010  
Long Beach, California 90802

Dated: 3/21/08

“LRA”

City of Long Beach

By:   
City Manager

Address:  
333 West Ocean Boulevard  
Long Beach, California 90802

**17. Notices**

The parties evidence their agreement to the terms of this Agreement by signing below.

Any notice or demand which under the terms of this Agreement, or by any statute or ordinance must or may be given or made by a party hereto, shall be in writing and may be given by ordinary or certified mail sent to the address below as such party from time to time designate by notice.

Dated: \_\_\_\_\_

“Tenant”

Mental Health America of  
Los Angeles

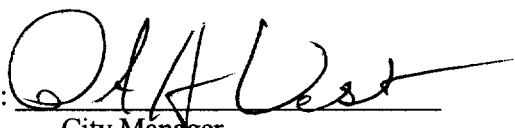
By: \_\_\_\_\_  
Chief Executive Officer

Address:  
100 West Broadway, Suite 5010  
Long Beach, California 90802

Dated: 3/21/08

“LRA”

City of Long Beach

By:   
City Manager

Address:  
333 West Ocean Boulevard  
Long Beach, California 90802

APPROVED AS TO FORM

3/21, 20 08  
ROBERT E. SHANNON, City Attorney

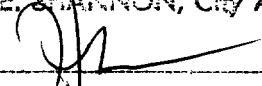
By   
HEATHER A. MAURO  
ASSISTANT CITY ATTORNEY

EXHIBIT "A"

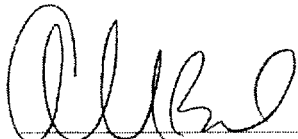
LEGAL DESCRIPTION  
1.00 ACRE PARCEL OVER A PORTION  
OF PARCEL 2 OF W.P.M. 9102-22  
APN. 7218-002-922

A PORTION OF PARCEL 2 OF THAT CERTAIN WAIVED PARCEL MAP NO. 9102-22, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP ON FILE IN THE OFFICE OF THE CITY ENGINEER OF SAID CITY, AND AS DESCRIBED IN A CERTIFICATE OF COMPLIANCE RECORDED JULY 19, 1991 AS INSTRUMENT NO. 91-1114901, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2, SAID POINT OF COMMENCEMENT ALSO BEING THE SOUTHWEST CORNER OF PARCEL 3 OF PARCEL MAP NO. 19075, FILED IN BOOK 208, PAGES 90 AND 91 OF PARCEL MAPS, RECORDS OF SAID COUNTY. THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 2, NORTH 00°12'27" EAST 216.19 FEET; THENCE LEAVING SAID EASTERLY LINE, NORTH 89°47'33" WEST 201.53 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 2, THENCE ALONG SAID WESTERLY LINE, SOUTH 00°11'45" WEST 216.19 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT ALSO BEING THE NORTHERLY LINE OF BURNETT STREET (68.00 FEET WIDE); THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, SOUTH 89°47'33" EAST 201.49 FEET TO THE POINT OF COMMENCEMENT.

CONTAINING 1.00 ACRES MORE OR LESS

PREPARED BY ME OR UNDER MY SUPERVISION



ANNA M. BEAL, P.L.S. 4955  
EXPIRES 12/31/09

1/3/08

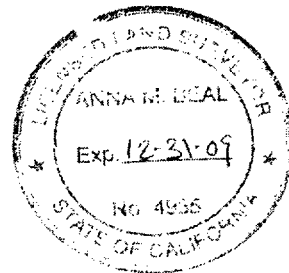
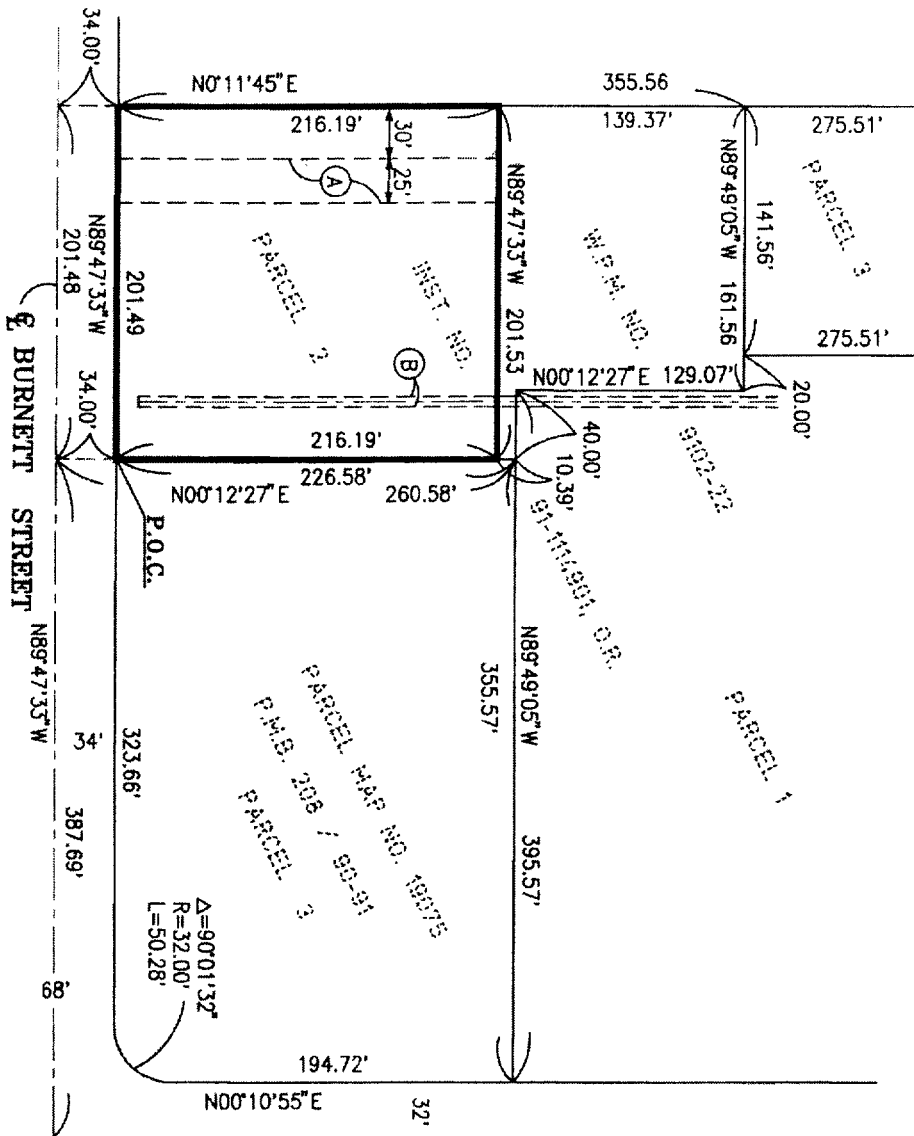




EXHIBIT "B"

EXHIBIT "B"

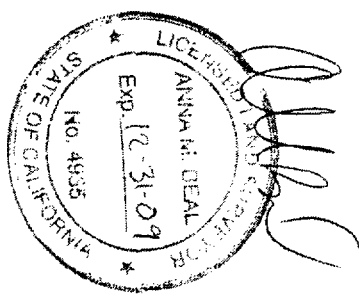


- (A) 25' EASEMENT FOR UTILITIES, INGRESS & EGRESS FOR THE BENEFIT OF PARCEL 3 W.P.M. 9102-22
- (B) 6' EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY PER INST. NO. 84-730035, O.R.



INDICATES LIMIT 1.00 ACRE LEASE PARCEL

SCALE: 1" = 100'



**QUINLAN**  
**VENTURA**  
 2001 EAST FIRST STREET  
 SANTA ANA, CA 92705  
 (714) 588-7300

1/03/08  
**CITY OF LONG BEACH**  
 1.00 ACRE LEASE PARCEL  
 POR. PARCEL 2, W.P.M. 9102-22  
 APN 7218-002-922

## EXHIBIT "C"

### APPROVED SUBORDINATION LANGUAGE

A. **Tenant's Right to Encumber.** Subject to Tenant's prior compliance with its obligations pursuant to Article \_\_\_ of this Lease, Tenant may, at any time and from time to time during the term of this Lease, encumber in favor of any institutional lender regulated by state or federal authority or any public agency lender (referred to in this Lease as "lender"), by deed of trust, regulatory agreement or mortgage or other security instrument, all of Tenant's interest under this Lease and the Leasehold estate hereby created in Tenant (referred to in this Lease as a "Leasehold Encumbrance") for the purpose or purposes of obtaining construction or long term financing of the development of the Property without the consent of Landlord. However, no Leasehold Encumbrance incurred by Tenant in accordance with this Section shall, and Tenant shall not have power to incur any encumbrance that shall, constitute in any way a lien or encumbrance on Landlord's leasehold or fee interest in the Premises. Any Leasehold Encumbrance shall be subject to all covenants, conditions, and restrictions set forth in this Lease and to all rights and interests of Landlord, except as is otherwise provided in this Lease. Tenant shall give Landlord prior written notice of any Leasehold Encumbrance, together with a copy of the deed of trust, mortgage, regulatory agreement or other security interest evidencing the Leasehold Encumbrance.

B. **Notice to and Service on Lender.** Landlord shall mail to any Lender who has given Landlord written notice of its name and address, a duplicate copy of any and all notices Landlord may from time to time give to or serve on Tenant in accordance with or relating to this Lease, including but not limited to any notice of default, notice of termination, or notice regarding any matter on which Landlord may predicate or claim a default. Any notices or other communications permitted by this or any other section of this Lease or by law to be served on or given to Lender by Landlord shall be deemed duly served on or given to Lender when deposited in the United States mail, first-class

postage prepaid, addressed to Lender at the last mailing address for Lender furnished in writing by Lender to Landlord.

C. **No Modification Without Lender's Consent.** For as long as there is any Leasehold Encumbrance in effect, Tenant and Landlord hereby expressly stipulate and agree that they will not modify this Lease in any way nor cancel this Lease by mutual agreement without the written consent of Lender having that Leasehold Encumbrance.

D. **Right of Lender to Realize on Security.** A Lender with a Leasehold Encumbrance shall have the right at any time during the term of this Lease and the existence of the encumbrance to do both of the following:

(1) Any act or thing required of Tenant under this Lease, and any such act or thing done and performed by Lender shall be as effective to prevent a forfeiture of Tenant's rights under this Lease as if done by Tenant; and

(2) Realize on the security afforded by the leasehold estate by foreclosure proceedings, accepting an assignment in lieu of foreclosure, or other remedy afforded in law or in equity or by the security instrument evidencing the Leasehold Encumbrance (referred to in this Lease as ("the Security Instrument")), and

(3) To transfer, convey, or assign the title of Tenant to the leasehold estate created by this Lease to any purchaser at any foreclosure sale, whether the foreclosure sale is conducted under court order or a power of sale contained in the Security Instrument, or to an assignee under an assignment in lieu of foreclosure; and

(4) To acquire and succeed to the interest of Tenant under this Lease by virtue of any foreclosure sale, whether the foreclosure sale is conducted under a court order or a power of sale contained in the Security Instrument, or by virtue of an assignment in lieu of foreclosure.

The Lender or any person or entity acquiring the leasehold estate shall be liable to perform Tenant's obligations under this Lease only during the period, if any, in which that entity or person has ownership of the leasehold estate or possession of the Premises.

E. Right of Lender to Cure Defaults. For as long as there is in effect any Leasehold Encumbrance, before Landlord may terminate this Lease because of any default under or breach of this Lease by Tenant, Landlord must give written notice of the default or breach to Lender and afford Lender the opportunity after service of the notice to do one of the following:

(1) Cure the breach or default within 60 days after expiration of the time period granted to Tenant under this Lease for curing a default, when the default can be cured by the payment of money to Landlord or some other person;

(2) Cure the breach or default within 60 days after expiration of the time period granted to Tenant under this Lease for curing a default, when the breach or default must be cured by something other than the payment of money and can be cured within that time; or

(3) Cure the breach or default in any reasonable time that may be required when something other than money is required to cure the breach or default and cannot be performed within 60 days after expiration of the time period granted to the Tenant under this Lease for curing a default, provided that acts to cure the breach or default are commenced within that time period after service of notice of default on Lender by Landlord and are thereafter diligently continued by Lender.

F. Foreclosure in Lieu of Curing Default. Notwithstanding any other provision of this Lease, a Lender under a Leasehold Encumbrance may forestall termination of this Lease by Landlord for a default under or breach of this Lease by Tenant by commencing proceedings to foreclose the Leasehold Encumbrance. The proceedings so commenced may be for foreclosure of the Leasehold Encumbrance by order of court or for foreclosure of the Leasehold Encumbrance under a power of sale contained in the Security Instrument. The proceedings shall not, however, forestall termination of this Lease by Landlord for the default or breach by Tenant unless all of the following conditions are met:

(1) The proceedings are commenced within 60 days after service on Lender of the notice described in Section \_\_\_\_ of this Lease;

(2) The proceedings are, after having been commenced, diligently pursued in the manner required by law to completion; and

(3) Lender keeps and performs all of the terms, covenants, and conditions of this Lease requiring the payment or expenditure of money by Tenant until the foreclosure proceedings are complete or are discharged by redemption, satisfaction, payment, or conveyance of the Leasehold estate to Lender.

G. Assignment Without Consent on Foreclosure. A transfer of Tenant's Leasehold interest under this Lease to any of the following shall not require the prior consent of Landlord:

(1) A purchaser at a foreclosure sale of the Leasehold Encumbrance, whether the foreclosure sale is conducted under court order or a power of sale in the instrument creating the encumbrance, provided Lender under the Leasehold Encumbrance gives Landlord written notice of the transfer, including the name and address of the purchaser and the effective date of the transfer;

(2) An assignee of the Leasehold estate of Tenant under an assignment in lieu of foreclosure, provided Lender under the Leasehold Encumbrance gives Landlord written notice of the transfer, including the name and address of the assignee and the effective date of the assignment; or provided the purchaser or assignee delivers to Landlord its written agreement to be bound by all of the provisions of this Lease.

H. New Lease to Lender. Notwithstanding any other provision of this Lease, should this Lease terminate because of any default under or breach of this Lease by Tenant, Landlord agrees to enter into a new Lease for the Premises with Lender under a Leasehold Encumbrance, as Tenant, provided all of the following conditions are satisfied:

(1) A written request for the new Lease is served on Landlord by Lender within 60 days after service on Lender of the notice described in Section \_\_\_\_ of this Lease;

(2) The new Lease:

(a) Is for a term ending on the same date the term of this Lease would have ended had this Lease not been terminated;

(b) Provides for the payment of rent at the same rate that would have been payable under this Lease during the remaining term of this Lease had this Lease not been terminated; and

(c) Contains the same terms, covenants, conditions, and provisions as are contained in this Lease (except those that have already been fulfilled or are no longer applicable);

(3) Lender, on execution of the new Lease by Landlord, shall pay any and all sums that would at the time of the execution of the new Lease be due under this Lease but for its termination and shall otherwise fully remedy, or agree in writing to remedy, any other defaults under or breaches of this Lease committed by Tenant that can be remedied;

(4) Lender, on execution of the new Lease, shall pay all reasonable costs and expenses, including attorneys' fees and court costs, incurred in terminating this Lease, recovering possession of the Premises from Tenant or the representative of Tenant, and preparing the new Lease;

(5) The new Lease shall be subject to all existing subleases between Tenant and subtenants, provided that for any sublease, the subtenant agrees in writing to attorney to Lender (or its assignee); and

(6) The new Lease shall be assignable by Lender but not by any assignee of Lender without the prior written consent of Landlord.

I. No Merger of Leasehold and Fee Estates. For as long as any Leasehold Encumbrance is in existence, there shall be no merger of the leasehold estate created by this Lease and the fee estate of

Landlord in the Premises merely because both estates have been acquired or become vested in the same person or entity, unless Lender otherwise consents in writing.

J. Lender as Assignee of Lease. No Lender under any Leasehold Encumbrance shall be liable to Landlord as an assignee of this Lease unless and until Lender acquires all rights of Tenant under this Lease through foreclosure, an assignment in lieu of foreclosure, or as a result of some other action or remedy provided by law or by the instrument creating the Leasehold Encumbrance.

K. Lender as Including Subsequent Security Holders. Except for purposes of Section \_\_\_\_, the term "Lender" as used in this Lease shall mean not only the institutional lender or public agency that loaned money to Tenant and is named as beneficiary, mortgagee, secured party, or security holder in the Security Instrument creating any Leasehold Encumbrance, but also all subsequent purchasers or assignees of the leasehold interest secured by the Leasehold Encumbrance.

L. Two or More Lenders. In the event two or more Lenders each exercise their rights under this Lease and there is a conflict that renders it impossible to comply with all requests of Lenders, the Lender who's Leasehold Encumbrance would have senior priority in the event of a foreclosure shall prevail.