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is hereby acknowledged, Lender and Lessee do hereby mutually covenant and agree as follows:

1. Provided Lessee is not in default under the terms of the Lease (beyond any period given Lessee to cure such default, and after notice, if any, required by the Lease), then:

(a) The right of possession of Lessee to the leased premises and Lessee's rights arising out of the Lease shall not be affected or disturbed by Lender in the exercise of any of its rights under the Mortgage or the note secured thereby; nor shall Lessee be named as a party defendant to any foreclosure of the lien of the Mortgage, nor in any other way be deprived of its rights under the Lease.

(b) In the event that Lender or any other person acquires title to the mortgaged premises pursuant to the exercise of any remedy provided for in the Mortgage, the Lease shall not be terminated or affected by said foreclosure or sale or transfer in lieu of foreclosure or any such proceeding, and Lender hereby covenants that any sale by it of the mortgaged premises pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, shall be made subject to the Lease and the rights of Lessee thereunder; and Lessee covenants and agrees to attorn to Lender or such other person as its new landlord and the Lease shall continue in full force and effect as a direct Lease between Lessee and Lender or such other person upon all the terms, covenants, conditions and agreements set forth in the Lease.

2. If Lender or any other person shall succeed to the interest of Landlord under the Lease, Lender or such other person shall be bound to Lessee under all of the terms, covenants and conditions of the Lease, and Lessee shall, from and after Lender's or such other person's succession to the interest of Landlord under the Lease, have the same remedies against Lender or such other person for the breach of any agreement contained in the Lease

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