

Mortgagee or its successors and assigns, and that upon such attornment the Mortgagee or its successors and assigns shall be automatically substituted as Lessor under the said Lease Agreement and shall assume and be bound by all of the terms, covenants and conditions thereof which are to be performed, observed, kept and complied with by the Lessor thereunder.

3. That the Mortgagee will be included in the fire insurance policies to be provided by the Lessee in accordance with Article V (a) of the aforementioned Lease as its interest may appear, and the Mortgagee hereby agrees that the proceeds of any such policy or policies shall be applied first to the cost of repair, replacement or restoration of the damaged, destroyed or lost property before the application of any part or portion thereof to or for any other purposes.

4. The Mortgagee hereby releases, remises and forever discharges all the chattels, fixtures, furniture, furnishings, equipment, machinery, appliances, implements, utensils, silverware, china and linen mentioned and described in Exhibit "B" which is hereto annexed and hereby made a part hereof and all other chattels and personal property located in or used in connection with the restaurant and restaurant business which is upon or in the land, premises and building demised to the Lessee under the aforementioned Lease Agreement dated <sup>November</sup> ~~July~~ 19, 1971, of and from the lien of the aforementioned mortgage owned and held by the Mortgagee, as aforesaid, to the end and to the extent that the same shall be

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