

- (3) The Mortgagee or its nominee shall perform and observe all covenants herein contained on Tenant's part to be performed and shall further remedy any other conditions which Tenant pursuant to the terminated Lease was obligated to perform under the terms of this lease; and upon execution and delivery of such new lease, any subleases which may have theretofore been assigned and transferred by Tenant to Landlord, as security under this Lease, shall thereupon be deemed to be held by Landlord as security for the performance of all of the obligations of Tenant pursuant to the new lease;
- (4) Landlord shall not warrant possession of the Demised Premises to Tenant pursuant to the new lease;
- (5) Such new lease shall be expressly made subject to the rights, if any, of Tenant pursuant to the terminated Lease;
- (6) The Tenant under such new lease shall have the same right, title and interest in and to the buildings and improvements on the Demised Premises as Tenant had under the terminated Lease;
- (g) Landlord agrees, promptly after submission, to execute, acknowledge and deliver any documents, instruments or certificates modifying this lease requested by any leasehold Mortgagee, provided that such modification does not decrease Tenant's obligations or decrease Landlord's rights pursuant to this lease;
- (h) The proceeds from any insurance policies or arising from a taking may be held by any leasehold Mortgagee as a Proceeds Holder and distributed pursuant to the provisions of this lease, but the leasehold Mortgagee may reserve its rights, if its Mortgage so provides, to apply to the Mortgage debt, all, or any part, of Tenant's share of such proceeds pursuant to such Mortgage;

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