

as mortgagor under the terms of the Mortgage;

NOW, THEREFORE, in consideration of the above and of the mutual covenants contained herein, the parties hereto agree as follows:

1. Citizens consents to the Lease and agrees that in the event of foreclosure of the Mortgage, or the receipt by Citizens of a deed in lieu of foreclosure,^{*} prior to the expiration of the Lease, and so long as Tenant shall not be in default under the Lease (or if Tenant shall be in default, as long as Tenant's time to cure such default shall not have expired), Citizens will recognize Tenant's rights under the Lease and will not interfere with its possession thereunder throughout the full term and any extension or renewal thereof provided for therein; and further, that in no event shall Citizens disturb the Tenant or cause the Tenant to be disturbed in its possession under the Lease during said term, or any extension or renewal thereof, except for such default by the Tenant as would entitle the Landlord to terminate the Lease.

2. Tenant agrees that in the event that Citizens, or any transferee or purchaser or successor in interest of Citizens, acquires the Landlord's rights to title or possession of the Premises or the rights of Landlord under the Lease,^{**} Tenant will attorn to said party and will continue to faithfully discharge all obligations on its part to be kept and performed under the Lease throughout its term and any extension or renewal thereof provided for therein and subject to all the terms and provisions of the Lease.

* , or any other action or proceeding instituted under or in connection with the Mortgage,

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** and assumes the obligations of the Landlord and the Lease,