

(a) The right of possession of Lessee to the Leased Premises, the rights to the use of the common areas and facilities in the building and the terms and provisions of said Lease shall neither be affected nor disturbed by Mortgagee in the exercise of any of its rights under said Mortgage or the note(s) or obligations secured thereby, or otherwise by law provided.

(b) In the event that Mortgagee or any third party comes into possession of or ownership of the title to the Leased Premises, the improvements thereon or said common areas and facilities by foreclosure of said Mortgage or by proceeding on the note(s) or other obligation(s) secured by said Mortgage or otherwise, said Lease and all rights of Lessee thereunder shall continue in effect and shall not be terminated by any of said proceedings provided however, that Lessee timely and truly and faithfully performs each and every term, covenant, and provision of said Lease and in which event Mortgagee on its own behalf and on behalf of any third parties agrees to timely, truly and faithfully perform each and every of the obligations of the Lessor as identified in the aforesaid Lease.

(c) In the event the building or other improvements of which the Leased Premises is a part is sold or otherwise disposed of pursuant to any right or any power contained in said Mortgage or the note(s), or other obligation(s), or, as a result of proceedings thereon, the purchaser of the building at said sale, or any person acquiring title through or by virtue of said sale, shall take title subject to said Lease, and all rights of Lessee thereunder; which purchaser shall timely, truly and faithfully perform each and every of the obligations of the Lessor as identified in the aforesaid Lease.

(d) If the Leased Premises are damaged by fire or other casualty, for which under any of the insurance policies therefor the loss is payable to the Mortgagee, Mortgagee agrees that such insurance funds when payable to it will be made available for the purpose of repairing or rebuilding of the Leased Premises to the extent provided in said Lease.

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