

(b) Landlord agrees that upon the request of Tenant or Tenant's Assignee(s), Landlord shall from time to time execute and deliver to any Assignee of Tenant a non-disturbance agreement, in recordable form, reasonably satisfactory to such Assignee(s) provided, however, such Assignee(s) shall assume in writing all of the terms, covenants, obligations and conditions of this Lease.

to the Lease

(c) Should Tenant sublease in whole or in part the Out Parcel(s) shown on Exhibit "A", then upon written request of Tenant on behalf of such subtenant or subtenants as the case may be, Landlord shall execute and deliver to any such subtenant of Tenant, a non-disturbance agreement, in recordable form reasonably satisfactory to such subtenant(s).

(d) Should Tenant sublease in whole or in part any portion of the Demised Premises other than the Out Parcel(s) shown on Exhibit "A", then on written request of Tenant on behalf of any such subtenant or subtenants, as the case may be, Landlord shall execute and deliver to such subtenant(s) of Tenant, a non-disturbance agreement, in recordable form reasonably satisfactory to such subtenant(s), provided however, that such subtenant(s) agree in writing to perform all of the obligations of Tenant under this Lease thereafter accruing, in the event of termination of this Lease by Landlord arising from the default of Tenant.

(e) The form of non-disturbance agreement referred to in Section 22 of the Lease shall provide, in addition to such other provisions as may reasonably be required by any assignee or subtenant(s) who shall be entitled to receive non-disturbance agreement(s), that: (i) in the event of termination of this Lease arising from the default of Tenant, or termination of Tenant's right to possession of the Demised Premises resulting from Tenant's default, but at the election of Landlord without termination of this Lease (both of such events being hereinafter referred to as a "Termination of this Lease") will accrue to Landlord and Landlord will recognize the tenancy of the Subtenant as a direct lease between Landlord, as successor, and the Subtenant, as Tenant, (ii) so long as the subtenant shall not be in default under its sublease beyond the period of time for curing of default and shall have duly performed all of its obligations under the sublease, the subtenant shall not be disturbed by reason of the termination of this Lease as a result of any default of Tenant hereunder; (iii) such subtenant's rights under its sublease shall not be adversely affected in any way by reason of any default by Tenant under this Lease and that, upon any termination of this Lease by reason of Tenant's default, the sublease shall, nevertheless, continue in full force and effect as a direct lease between Landlord as landlord thereunder, and the subtenant as Tenant thereunder in accordance with the provisions of the Sublease (except to the extent that the subtenant is to agree to perform all of the obligations of Lessee thereafter accruing, as provided in subsection (d) above, in which event the sublease is to be modified by Landlord, as successor landlord, and the subtenant to incorporate the provisions of this Lease), but Landlord shall not be liable for any default on the part of Tenant as landlord under any sublease prior to the date of termination of this Lease, or for any subtenant's rights to receive or offset any moneys or obligations owed or to be performed by Tenant as landlord under any sublease, and (iv) that the insurance proceeds of any casualty or partial condemnation of the Demised Premises shall be applied in the manner set forth in this Lease with respect to the use and disbursement of any such proceeds. (reference to "subtenant" shall be deemed to mean "assignee" wherever applicable).

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