

and (b) execute a mortgage in favor of Mortgagee; and

WHEREAS, as a condition precedent to the giving of the loan, Mortgagee requires that Lessee and Guarantor agree to attorn to the Mortgagee; and

WHEREAS, as consideration for the Lessee and Guarantor agreeing to the provisions described in the preceding paragraph as more fully hereinafter set forth, Mortgagee has agreed to give unto the Lessee and Guarantor a "Covenant of Non-Disturbance".

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein contained and the sum of One (\$1.00) Dollar, each in hand paid to the other, the receipt and sufficiency of which is hereby acknowledged, it is mutually hereby agreed as follows:

1. So long as Lessee and/or Guarantor are not in default beyond any period given to Lessee and/or Guarantor to cure such default in the payment of fixed minimum rent, percentage rent, or additional rent or in the performance of any of the terms, covenants or conditions of the lease on Lessee's and/or Guarantor's part to be performed, Lessee's and/or Guarantor's possession of the demised premises and Lessee's and/or Guarantor's rights and privileges under the lease or any extensions or renewals thereof which may be affected in accordance with any option therefor in the lease, shall not be diminished or interfered with by Mortgagee, and Lessee's and/or Guarantor's occupancy of the demised premises shall not be disturbed by Mortgagee for any reason whatsoever during the term of the lease or any such extensions or renewal thereof.

2. So long as Lessee and/or Guarantor are not in default beyond any period given Lessee and/or Guarantor to cure such default in the payment of fixed minimum rent, percentage rent, or additional rent or in the performance of any of the terms, covenants or conditions of the lease on Lessee's and/or Guarantor's part to be performed, Mortgagee will not join the Lessee and/or Guarantor as a party defendant