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2. Non-Disturbance. So long as no event of default shall exist under the Lease on the part of the Tenant that would entitle the Landlord to terminate the Lease, or if such an event of default shall exist, so long as the Tenant's time to cure the same shall not have expired, the Mortgagee hereby agrees with the Tenant that (i) the validity of the Lease shall be recognized by the Mortgagee, its successors and assigns and any other party becoming the owner of the Demised Premises pursuant to the exercise of any remedy provided for in the Mortgage, the Collateral Assignment or the Note (including any party acquiring the Demised Premises by sale or transfer in lieu of foreclosure) and (ii) the term of the Lease shall not be terminated or modified in any respect whatsoever, and the Tenant's right of possession in the Demised Premises and its other rights arising out of the Lease will be fully recognized by the Mortgagee and shall not be disturbed, cancelled, terminated or otherwise affected by reason of the Mortgage, the Collateral Assignment or the Note or any action or proceeding instituted by the Mortgagee to foreclose the Mortgage, the Collateral Assignment or the Note, or any extension, renewal, consolidation or replacement of the same.

3. Attornment. In the event the Mortgagee takes possession of the Demised Premises, either as the result of foreclosure of the Mortgage or accepting a deed to the Demised

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