

3. If Lafayette shall succeed to the interest of Valley or any subsequent lessor under the Lease in any manner, or if any purchaser acquires the Property upon any foreclosure of the Mortgage or any sale under the power of sale of the Mortgage, Lafayette or such purchaser, as the case may be, in the event of attornment, shall have the same remedies by entry, action or otherwise for the non-performance of any agreement contained in the Lease for the recovery of rent or for any other default or event of default thereunder that the lessor had or would have had if Lafayette or such purchaser had not succeeded to the interest of the lessor under the Lease,^{provided that,*} If Lafayette succeeds to the interest of lessor under the Lease, Lafayette shall not be,

- a) liable for any act or omission of any prior lessor including Valley; or
- b) subject to any off sets or defenses which Southland might have against any prior lessor including Valley; or
- c) bound by any rent or additional rent which Southland might have paid for more than the current month to any prior lessor including Valley; or
- d) bound by any amendment or modification of the Lease made without the consent of Lafayette.

4. In the event there exists an alleged event of default or breach by the lessor under the Lease, including Valley, prior to the termination of the Lease or prior to the taking of any action against the lessor under the Lease, including Valley, for the alleged default, or breach, Southland will give Lafayette written notice of the alleged default or breach and give Lafayette twenty (20) days, in addition to and commencing after any such twenty day period contained in the Lease in

*Lafayette or any such purchaser at foreclosure sale, or otherwise, shall not disturb or terminate the enjoyment by Southland of the property so long as there is no event of default by Southland under the lease.