

such Landlord would have had such right if the mortgage had not been made, except that the person acquiring the interest of the Landlord as a result of any such action or proceeding, his successors and assigns (herein called "the Purchaser") shall not be (a) liable for any act or omission of any prior landlord; or (b) subject to any offsets or defenses which the Tenant might have against any prior landlord (including Landlord) except those which arose out of such landlord's default under the Lease and accrued after Tenant has notified Mortgagee and given Mortgagee an opportunity to cure as provided hereinafter; or (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord; or (d) bound by any amendment or modification of the Lease made without the Bank's prior written consent. If the interest of Landlord under the Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of the mortgage, Tenant shall be bound to the Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be affected in accordance with any option therefor in the Lease, with the same force and effect as if the Purchaser were the Landlord under the Lease, and Tenant does hereby attorn to the Purchaser, including the Bank if it be the Purchaser, as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments upon Purchaser succeeding to the interest of the Landlord under the Lease. The respective rights and obligations of Tenant and Purchaser upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals shall be and are the same as now set forth therein except as herein otherwise expressly provided.

2. The Tenant specifically agrees that the Lease now is and shall at all times continue to be subject and subordinate in each and every respect to the mortgage and to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the mortgage and to any future mortgage affecting the Leased Premises held by the Bank.