

2. In the event the mortgage is foreclosed for any reason and the Mortgagees succeed to the interest of the Lessor under the lease, the Lessee shall be bound to the Mortgagees under all of the terms of the lease for the balance of the term thereof remaining with the same force and effect as if the Mortgagees were the Lessor under the lease, and the Lessee hereby attorns to the Mortgagees as its Lessor, such attornment to be effective and self operative, without the execution of any further instrument on the part of either of the parties hereto, immediately upon the Mortgagees' succeeding to the interest of the Lessor under the lease. Notwithstanding anything herein to the contrary, the Lessee shall be under no obligation to pay rent to the Mortgagees until the Lessee receives written notice from the Mortgagees that they have succeeded to the interest of the Lessor under the lease. The respective rights and obligations of the Lessee and the Mortgagees upon such attornment shall to the extent and to the then remaining balance of the term of the lease be the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the lease in this Agreement by reference with the same force and effect as if set forth at length herein.

3. In the event that the mortgage is foreclosed for any reason and the Mortgagees succeed to the interest of the Lessor under the lease, the Mortgagees shall be bound to the Lessee under all of the terms of the lease and the Lessee shall, from and after such event, have the same remedies against the Mortgagees for the breach of an agreement contained in the lease that the Lessee might have had under the lease against the prior Lessor thereunder. In no event shall the Mortgagees be liable for any act or omission of any prior Lessor, be subject to any offsets or defenses which the Lessee might have against any prior Lessor, or be bound by any rent or additional rent which the Lessee might have paid to any prior Lessor for more than the current month.

4. The rights and obligations hereunder of the Lessee and the Mortgagees shall bind and inure to the benefit of their respective successors and assigns. The agreements and obligations of the Mortgagees herein set

0503

4328 RV-2