

Lease into this Agreement by reference with the same force and effect as if set forth at length herein.

4. If Lender shall succeed to the interests of Borrower under the Lease, Lender shall be bound to Tenant under all of the terms, covenants and conditions of the Lease, and Tenant shall, from and after Lender's succession to the interests of Borrower under the Lease, have the same remedies against Lender for the breach of any agreement contained in the Lease that Tenant might have had under the Lease against Borrower if Lender had not succeeded to the interests of Borrower; provided, however, that Lender shall not be:

(a) bound by any rent or additional rent which Tenant might have paid for more than the then current month to any prior Landlord (including Borrower); or

(b) subject to any offsets or defenses which Tenant might have against any prior Landlord (including Borrower) other than those for breach of provisions specifically set forth in the Lease; or

(c) bound by any agreement or modification of the Lease made without Lender's consent;

provided, further, that notwithstanding any other provision of this instrument, in the event Lender elects to succeed to the interests of Borrower as Lessor under the Lease, Lender, as a condition precedent to enforcing against Tenant any rights of Lender as Lessor thereunder, shall cure, or cause to be cured, any existing defaults by any prior Landlord (including Borrower) under the Lease.

5. This Agreement may not be modified orally or in any other manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors and assigns, it being expressly understood that all references herein to "Lender" shall be deemed to include not only Lender but also its successors and assigns.

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