

renewals thereof which may be effected in accordance with any option thereof in the Lease, with the same force and effect as if Mortgagee were the lessor under the Lease, and Lessee does hereby attorn to Mortgagee as its lessor, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Mortgagee succeeding to the interest of the lessor under the Lease; provided, however, that Lessee shall be under no obligation to pay rent to Mortgagee until Lessee receives written notice from Mortgagee that it has succeeded to the interest of the lessor under the Lease. The respective rights and obligations of Lessee and Mortgagee 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; 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.

TENTH: If Mortgagee shall succeed to the interest of lessor under the lease, Mortgagee shall be bound to Lessee under all the terms, covenants and conditions of the Lease, and Lessee shall, from and after Mortgagee's succession to the interest of lessor under the Lease, have the same remedies against Mortgagee for the breach of an agreement contained in the Lease that Lessee might have had under the Lease against Lessor if Mortgagee had not succeeded to the interest of Lessor; provided further, however, that Mortgagee shall not be

(a) Liable for any act or omission of any prior landlord (including the lessor); or

(b) subject to any offsets of defenses which Lessee might have against any prior landlord (including the lessor) excepting those which arose out of such landlord's default under the Lease, and accrued after Lessee has notified Mortgagee and given Mortgagee an opportunity to cure as provided in the Lease); or

(c) bound by any rent or additional rent which Lessee might have paid for more than the current month to any prior landlord (including the lessor); or

(d) bound by any amendment or modification of the Lease made without Mortgagee's consent.

ELEVENTH: The Lease will at all times continue to be, subject and subordinate in each and every respect, to the Mortgagee and to any and all renewals, modifications and extensions, by any and all such renewals, modifications and extensions shall nevertheless be subject to and entitled to the benefits of the terms of this Agreement.

TWELFTH: This Agreement may not be modified orally or in any other manner 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 successors and assigns, and without limiting same, it is expressly understood that all references herein to Mortgagee shall be deemed to include also any subsequent holder of the Mortgages and/or any person succeeding to title to the Mortgaged Property (whether by virtue of foreclosure, or deed in lieu thereof or pursuant to the exercise of any rights and remedies under the Mortgages, or otherwise).