

of the exercise of such rights, and Tenant agrees not to prepay any sums payable by Tenant under the Lease. Such receipt of rent by any other party shall not relieve Landlord of its obligations under the Lease.

5. If the interest of the Landlord shall be acquired by Lender by reason of foreclosure of the Mortgage or other proceedings brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or by any other method, and Lender succeeds to the interest of Landlord under the Lease, the Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease, and Tenant shall be bound to Lender 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 effected in accordance with any option therefor contained in the Lease, with the same force and effect as if Lender were the Landlord under the Lease and Tenant does hereby attorn to Lender as its Landlord, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto immediately upon Lender succeeding to the interest of Landlord under the Lease, and Tenant hereby agrees that Lender shall not be responsible or liable in any way for any default under the Lease occurring prior to the time Lender obtains title to the leasehold estate owned by Landlord and is entitled to actual, unrestricted possession of the Premises.

6. In addition to and not in lieu of all the provisions of this Agreement, Lender shall not in any way or to any extent be:

- (a) liable for any act or omission of any landlord (including Landlord); or
- (b) subject to any offsets or defenses which, Tenant might have against any prior landlord (including Landlord), except those arising out of expenses by the Tenant for repairs to the Premises required

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