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subordinate in each and every respect to the Mortgage of Southern, to any and all advances made or to be made thereunder, and to any and all renewals, modifications, extentions, substitutions, replacements and/or consolidations of the Mortgage by Southern.

2. If the interest of Landlord shall be transferred to and owned by Southern by reason of foreclosure or other proceedings brought by it, or by any other manner, and Southern succeeds to the interest of the Landlord under the Lease, or if some third party as the purchaser (hereinafter referred to as "Purchaser") at a foreclosure sale or otherwise succeeds to the interests of the Landlord under the Lease, Tenant shall be bound to Southern or such Purchaser and Southern or such Purchaser shall be bound to Tenant under all of the covenants, terms 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 options existing in said Lease, with the same force and effect as if Southern or such Purchaser were the Landlord under the Lease, and Tenant does hereby attorn to Southern, or such Purchaser, as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto, or such Purchaser, immediately upon Southern, or such Purchaser, succeeding to the interests of the Landlord under the Lease and notifying tenant of its decision to retain the lease; provided, however, that Tenant shall be under no obligation to pay rent to Southern or such Purchaser until Tenant receives written notice from Southern or such Purchaser that it has succeeded to the interest of the Landlord under the lease.

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