

2. Tenant agrees that it will attorn to and recognize any purchaser at a foreclosure sale under the Mortgage, any transferee who acquires the demised premises by deed in lieu of foreclosure, and the successors and assigns of such purchasers, as its Landlord for the unexpired balance (and any extensions, if exercised) of the term of said Lease upon the same terms and conditions set forth in said Lease.

3. In the event that it should become necessary to foreclose the Mortgage, Mortgagee thereunder will not terminate said Lease nor join Tenant in summary or foreclosure proceedings so long as Tenant is not in default under any of the terms, covenants, or conditions of said Lease.

4. In the event that Mortgagee shall succeed to the interest of Landlord under such Lease, Mortgagee shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord); or

(b) liable for the return of any security deposit; or

(c) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); or

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

(e) bound by any amendment or modification of the Lease made without its consent.