

agree as follows:

1. That Lessee does hereby cause its interest in said Lease together with any extensions, renewals, and modifications thereof and any and all rights thereunder, to be inferior to the lien of the aforesaid Mortgage and does hereby subordinate all its rights, title and interest to the aforesaid lien of the Mortgage.

2. That so long as Lessee is not in default of the terms and conditions of the Lease, Lessee shall have the right of quiet enjoyment and shall be maintained in peaceful possession of the premises at all times during the term of the Lease and any and all extensions and renewals thereof, notwithstanding any default under the Mortgage by Lessor or any other action taken by Mortgagee to enforce its rights under said Mortgage.

3. That in the event the interest of Lessor under the Lease is transferred by reason of foreclosure or any other proceedings for the enforcement of the Mortgage, Lessee agrees to attorn to any person acquiring such interest of Lessor (hereinafter called "Purchaser") including Mortgagee, if it be the Purchaser, and recognize such Purchaser as Lessor under the Lease for the balance of the term thereof including any and all extensions and renewals thereof, so long as such Purchaser is not in default under the terms of the Lease.

4. Purchaser shall not be (i) liable for any act or omission of any prior lessor under the Lease, which act or omission shall have occurred prior to the date Purchaser shall have acquired Lessor's interest under the Lease; or (ii) subject to any offsets or defenses which Lessee might have against any prior lessor; or (iii) bound by any payment of rent or additional rent made by Lessee for more than one month in advance; or (iv) bound by any security deposits which Lessee might have paid to

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