

(b) In the event Lender obtains title to the Leased Premises through foreclosure or otherwise, Tenant agrees to continue occupancy of the Leased Premises under the same terms and conditions of the Lease and will attorn to the Lender, its successors or assigns, to the same extent and with the same force as if Lender were the Landlord under the Lease.

5. Lender shall be entitled, but not obligated, to exercise the claims, rights, powers, privileges and remedies of the Landlord under the Lease and shall be further entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by Tenant under the Lease as though Lender were named therein as the Lessor pursuant to the terms of its Mortgage. Lender shall not, however, be or become subject to any liability or obligation to Tenant under the Lease or otherwise, until and unless Lender shall have obtained title to the Leased Premises, by foreclosure or otherwise, and then only to the extent of liabilities or obligations accruing subsequent to the date that Lender has obtained title to the Leased Premises.

6. Tenant will not pay an installment of rent or any part thereof more than thirty (30) days prior to the due date of such installment, and Lender shall not be bound by any payment of rent or additional rent made by Tenant to Landlord for more than one month in advance or by any amendment or modification of the Lease, made without the written consent of Lender.

7. After notice is given by Lender, pursuant to the Assignment, that the rentals under the Lease should be paid to Lender, Tenant will pay to Lender, or as otherwise directed by Lender, all rentals and other monies due and to become due to the Landlord under the Lease, without further obligation or responsibility to Landlord and Landlord so agrees.

8. This Agreement shall inure to the benefit of and shall be binding upon Tenant, Landlord, Lender and their respective heirs, personal representatives, successors and assigns.

9. In the event any one or more of the provisions contained in this Agreement or application thereof shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall, at the op-