

- to be performed by any prior landlord (including Landlord) pursuant to the terms of the Lease; or
- (c) bound by any rent or additional rent which Tenant might have paid for more than thirty (30) days in advance to any prior landlord (including Landlord); or
  - (d) bound by any agreement or modification of the Lease made without Lender's consent; or
  - (e) in any way responsible for any deposit or security which was delivered to Landlord but which was not subsequently delivered to Lender;

7. Tenant hereby affirms that the Lease as set forth in Exhibit "A" has not been modified or amended.

8. All notices, demand, or requests, and responses thereto, required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the United States Mail, postpaid and registered or certified with return receipt requested; provided, however, the time period in which a response to any notice, demand, or request must be given shall commence on the date of the receipt of the return receipt of the notice, demand, or request by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall constitute receipt of the notice, demand, or request sent. Any such notice if given to Landlord shall be addressed as follows:

Triton U.S.A., Inc.  
120 Delaware Avenue  
Buffalo, New York 14202  
Attention: Lauren D. Rachlin, Esq.

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