

and estate under the Lease in any action or proceeding brought by Mortgagee for the purpose of enforcing any of its rights in the event of any default under the Mortgage; provided however, Mortgagee may join Tenant as a party in any such action or proceeding if such joinder is necessary under any statute or law for the purpose of effecting the remedies available to the Mortgagee under the Mortgage, but only for such purpose and not for the purpose of terminating the Lease.

4. If the interests of Landlord shall be transferred to and owned by Mortgagee by reason of foreclosure or other proceedings brought by it, or by any other manner, and Mortgagee succeeds to the interests of the Landlord under the Lease, Tenant shall be bound to Mortgagee under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option granted in the Lease, with the same force and effect as if Mortgagee were Landlord under the Lease, and Tenant does hereby attorn to Mortgagee 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 immediately upon Mortgagee succeeding to the interest of the Landlord under the Lease, provided, however, that Tenant shall be under no obligation to pay rent to Mortgagee until Tenant receives written notice from Mortgagee that it has succeeded to the interest of the Landlord under the Lease. The respective rights and obligations of Tenant and Mortgagee upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth therein; it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.

5. If Mortgagee shall succeed to Landlord's interests in the Lease, then during the period of Mortgagee's ownership of such interest, but not thereafter, Mortgagee shall be bound to Tenant under all the terms, covenants and conditions of the Lease, and during the period of Mortgagee's ownership of Landlord's interests in the Lease, Tenant shall have the same remedies against Mortgagee for the breach of an agreement contained in the Lease that Tenant would have had against Landlord if Mortgagee had not succeeded to Landlord's interest therein; provided, however, that notwithstanding any provision in the Lease to the contrary or seemingly so, Mortgagee shall not be:

- (a) liable for any act or omission of any prior landlord arising under the Lease (including Landlord) or subject to any offsets or defenses which Tenant may have against any prior landlord arising under the lease (including Landlord) except acts, omissions, offsets and defenses of which Mortgagee has previously been given notice in accordance with the terms of the Lease; or
- (b) bound by any rents or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or
- (c) bound by an amendment or modification of the Lease made without its consent.

6. The terms "holder of a mortgage" and "Mortgagee" or any similar term herein or in the Lease shall be deemed to include Mortgagee and any of its successors or assigns, including anyone who shall have succeeded to Landlord's interests

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