

1. Tenant does hereby consent to the assignment of the Lease Agreement and subordinates the Lease Agreement and its rights thereunder to the lien of said Mortgage; provided, however, that the consent and subordination shall be contingent upon, and subject to the condition that so long as the Tenant is not in default in the performance of any of the terms of the Lease Agreement, the Tenant's possession of the demised premises and the Tenant's rights and privileges under the Lease Agreement or any extensions or renewals thereof shall not be diminished or interfered with by the Mortgagee or by anyone claiming an interest in the said property secured by the said Mortgage, whether by mesne conveyances or otherwise, as a result of a foreclosure under said Mortgage.

2. In the event that there is a foreclosure under the said Mortgage for any reason, the Tenant shall be bound to the Mortgagee and/or any other person(s) who by virtue of the foreclosure succeed to the interests of Stewart Square, a General Partnership, under all of the terms of the Lease Agreement for the balance of the term thereof remaining, including any extensions or renewals thereof elected by the Tenant, with the same force and effect as if the Mortgagee and/or such other person(s) succeeding to the interests of Stewart Square, a General Partnership were the Landlords under the Lease Agreement and Tenant hereby attorns to the Mortgagee and/or such other person(s) so succeeding to the interests of Stewart Square, a General Partnership, as its Landlord under the Lease Agreement, such attornment to be effective and self-operative, without the execution of any further instrument. Notwithstanding anything herein to the contrary, the Tenant shall be under no obligation to pay rent to the Mortgagee or to such other person(s) so succeeding to the interests of Stewart Square, a General Partnership on foreclosure until the Tenant receives written notice from the Mortgagee and/or such other person(s) so succeeding to the interests of Stewart Square, a General Partnership that it has succeeded to the interests of Stewart Square, a General Partnership under the Lease Agreement. The respective rights and obligations of the Tenant and the Mortgagee and/or such other person(s) so succeeding to the interests of Stewart Square, a General Partnership on foreclosure, upon such attornment shall to the extent of the then remaining balance of the term of the Lease Agreement, including any extensions or renewals thereof elected by the Tenant, be the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease Agreement in this Agreement by reference with the same force and effect as if set forth at length herein.

3. In the event that there is a foreclosure under the said Mortgage for any reason, the Mortgagee and/or any other person(s) who by virtue of the said foreclosure succeed to the interests of Stewart Square, a General Partnership, in the property subject to the said Mortgage shall be bound to the Tenant under all of the terms of the Lease Agreement, and the Tenant shall, from and after such event, have the same remedies against the Mortgagee and/or such other person(s) so succeeding to the interests of Stewart Square, a General Partnership, for the breach of an agreement contained in the Lease Agreement that the Tenant might have had under the Lease Agreement against the Landlord.