

premises and Lessee's rights and privileges under the lease or any extensions or renewals thereof which may be effected in accordance with any option therefor in the lease, shall not be diminished or interfered with by Mortgagee, and Lessee's occupancy of the demised premises shall not be disturbed by Mortgagee for any reason whatsoever during the term of the lease or any such extensions or renewal thereof.

2. So long as Lessee is not in default beyond any period given Lessee to cure such default in the payment of fixed minimum rent, percentage rent, or additional rent or in the performance of any of the terms, covenants or conditions of the lease on Lessee's part to be performed, Mortgagee will not join the Lessee as a party defendant in any action or proceeding for the purpose of terminating Lessee's interest and estate under the lease because of any default under the mortgage.

3. If the interest of Borrower shall be transferred to and owned by Mortgagee by reason of foreclosure or other proceedings brought by it, or, by any other matter, and Mortgagee succeeds to the interest of the Borrower under the lease, or if some third party is the purchaser, hereinafter referred to as "Purchaser", at a foreclosure sale, Lessee shall be bound to Mortgagee or such Purchaser 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 thereof in the lease, with the same force and effect as if Mortgagee or such Purchaser were the Lessor under the lease, and Lessee does hereby attorn to Mortgagee or such Purchaser succeeding to the interest of the lessor under the lease; provided, however, that Lessee shall be under no obligation to pay rent to Mortgagee or such Purchaser until Lessee receives written notice from Mortgagee or such Purchaser that it has succeeded to the interest of the Landlord under the lease. Respective rights and obligations of Lessee and Mortgagee or such Purchaser, 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.

4. The lease now is and shall at all times continue to be subject and subordinate in each and every respect to the mortgage and to any and all renewals, modifications, extensions, substitutions, or replacements and/or consolidations of