

Mortgagee; and (ii) notwithstanding said Assignment, all rental payments under said Lease shall be paid in accordance with the terms of said Lease until and unless Tenant is notified to the contrary in writing by Mortgagee; and (iii) under the conditions of said Assignment it is expressly provided that, unless the written consent of Mortgagee be first obtained, no waiver, extension, consent, approval or modification whatsoever shall be made with respect to said Lease; and (iv) the interest of the Landlord (Mortgagor) in said Lease is assigned to Mortgagee solely as additional security for said Loan, and Mortgagee assumes no duty, liability or obligation under said Lease, either by virtue of said Assignment or by any subsequent receipt or collection of rents thereunder.

3. Provided there are no defaults by Tenant under said Lease and subject to compliance by Tenant with the terms hereof, Mortgagee agrees that the right of possession of Tenant to the space in said Premises leased to Tenant and Tenant's rights arising out of the Lease shall not be affected or disturbed by Mortgagee in the exercise of any of its rights under the instruments evidencing or securing the Loan; nor shall Tenant be deprived of Tenant's rights under said Lease; provided, however, that all proceeds of insurance policies and condemnation awards received by Landlord in connection with the Premises shall be paid and disbursed pursuant to the terms and provisions of the Mortgage.

4. Tenant agrees that, in the event that Mortgagee or any other party acquires title to the Premises pursuant to the exercise of any remedy provided for in the documents evidencing or securing said Loan or by deed in lieu of foreclosure or otherwise, then:

(a) Tenant shall attorn to and recognize Mortgagee or such other party as its new Landlord, and the Lease shall continue in full force and effect as a direct lease between Tenant and Mortgagee or such other party upon all the terms, covenants, conditions and agreements set forth in said Lease, and Tenant shall thereafter make rental payments to the address designated by Mortgagee or such other party;

(b) In no event shall Mortgagee or such other party be (i) liable for any act or omission of any prior owner; or (ii) bound by any payment of rent or additional rent made by Tenant to Landlord (Mortgagor) for more than one month in advance; or (iii) bound by any waiver, extension, consent, approval or modification with regard to said Lease made or granted without the prior written consent of Mortgagee;

(c) Upon written request of Mortgagee or such other party, Tenant shall execute and deliver to Mortgagee or such other party a certificate with respect to the status of said Lease and such other matters as Mortgagee or such other party may require;

(d) Notwithstanding the assumption by Mortgagee or such other party of the obligations imposed by said Lease on the Landlord therein, Mortgagee or such other party shall be relieved of the obligations imposed by said Lease on Landlord therein (except for any defaults on the part of Landlord while Mortgagee was the owner of the Premises) immediately upon divesting itself of its ownership of the Premises

5. Tenant further agrees that in the event that Tenant shall notify Mortgagor of a default or claimed default on the part of Mortgagor under said Lease, Tenant shall concurrently therewith notify Mortgagee of such default at the below address by certified, United States mail, postage prepaid, return receipt requested and in such event, Mortgagee shall be permitted to cure any such default (but shall have no obligation