

the other, the parties hereto enter into the following agreement:

So long as no default exists, nor any event has occurred, which has continued to exist for such period of time (after notice, if any, required by the Lease) as would entitle the Landlord under the Lease to terminate the Lease or would cause, without any further action of such Landlord, the termination of the Lease or would entitle such Landlord to dispossess the Tenant thereunder, the Lease shall not be terminated, nor shall the Tenant's use, possession or enjoyment of the Leased Premises be interfered with, nor shall the leasehold estate granted by the Lease be affected in any other manner, in any foreclosure or any action or proceeding instituted under or in connection with the Mortgage or in case the Lender takes possession of the Premises pursuant to any provisions of the Mortgage unless such Landlord would have had such right if the Mortgage had not been made, except that the person acquiring the interest of the Landlord as a result of any such action or proceeding, his successors and assigns (herein called the "Purchaser") shall not be (a) liable for any act or omission of any prior Landlord; or (b) subject to any offsets or defenses which Tenant might have against any prior Landlord; or (c) bound by any rent or additional rent to any prior Landlord; or (d) bound by any amendment or modification of the Lease made without the Lender's prior written consent. If the interests of Landlord under the Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of the Mortgage, Tenant shall be bound to the 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 affected in accordance with any option therefor in the Lease, with the same force and effect as if the Purchaser were the Landlord under the Lease, and Tenant does hereby attorn to the Purchaser, including the Lender if it be the Purchaser, as its Landlord, said attornment to

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