

shall not be (a) liable for any act or omission of any prior Lessor; or (b) subject to any offsets or defenses which Lessee might have against any prior Lessor; or (c) bound by any rent or additional rent to any prior Lessor; or (d) bound by any amendment or modification of the Lease made without the Lender's prior written consent. If the interests of Lessor under the Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of the Mortgage, Lessee 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 Lessor under the Lease, and Lessee does hereby attorn to the Purchaser, including the Lender if it be the Purchaser, as its Lessor, said attornment to be effective and self-operative with the execution of any further instruments upon Purchaser succeeding to the interest of the Lessor under the Lease. The respective rights and obligations of Lessee and 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 except as herein otherwise expressly provided.

The Lessee specifically agrees that 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 increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage and to any future mortgage affecting the leased premises held by the Lender.

This agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the subscribing corporations have caused their corporate seals to be hereunto affixed and these presents to be executed by their duly authorized officers this 18th day of April, 1980.

In the Presence of:

Lois Colebourne Ad.
Catherine Hase
Melba M. Tramm
Sarah S. Hampton

NEW ENGLAND MUTUAL LIFE INSURANCE COMPANY

BY: Harold Colledge
 Senior Vice President
 LENDER

T.H.E. COMPANY, d/b/a LDBrinkman/
 Southeast

BY: [Signature]
 PRES.
 LESSEE

SEE NEXT PAGE

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