

- (a) liable for any act or omission of any prior landlord arising under the Lease (including Landlord) or subject to any offsets or defenses which Tenant may have against any prior Landlord arising under the lease (including Landlord) except acts, omissions, offsets and defenses of which Mortgagee has previously been given notice in accordance with the terms of the Lease; or
- (b) bound by any rents or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or
- (c) bound by an amendment or modification of the Lease made without its consent.

6. The terms "holder of a mortgage" and "Mortgagee" or any similar term herein or in the Lease shall be deemed to include Mortgagee and any of its successors or assigns, including anyone who shall have succeeded to Landlord's interests by, through or under foreclosure of the Mortgage, or deed in lieu of such foreclosure or otherwise.

7. Landlord (Mortgagor) will assign or has assigned by Assignment of Leases and Rents its interest in the Lease to Mortgagee. If in the future there is a default by the Landlord (Mortgagor) in the performance and observance of the terms of the Mortgage, the Mortgagee may at its option under the Assignment of Leases and Rents require that all rents and other payments due under the Lease be paid directly to it. Upon notification to that effect by the Mortgagee, the Landlord (Mortgagor) hereby authorizes and directs the Tenant and the Tenant agrees to pay any payments due under the terms of the Lease to the Mortgagee. The Assignment of Leases and Rents does not diminish any obligations of the Landlord (Mortgagor) under the Lease nor impose any such obligations on the Mortgagee.

8. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

IN THE PRESENCE OF:

Margaret Burnett  
Betty Phillips

MORTGAGEE:

PROTECTIVE LIFE INSURANCE COMPANY

By: [Signature]  
Its Senior Vice President

Attest:

By: [Signature]  
Its Assistant Secretary