

ERB

(b) In the event that Southern or any other person or entity acquires title to the Mortgaged premises pursuant to the exercise of any remedy provided for in the Mortgage, the Lease shall not be terminated or effected by said foreclosure sale or transfer in lieu of foreclosure or any other such proceeding, and the rights of the Tenant under its Lease shall expressly survive and Southern Bank & Trust Company hereby covenants that any sale of the mortgaged premises pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, shall be made subject to the Lease and the rights of the Tenant thereunder.

9. To the extent that the Lease shall entitle the Tenant to notice of any Mortgage, this Agreement shall constitute notice to the Tenant with respect to the Mortgage and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage.

10. This Agreement may not be modified orally or in any other manner other than by an Agreement in writing signed by the parties hereto or their respective successors and interests.

11. The Agreements herein contained shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns, and with no limitation thereon, it is expressly understood that all references herein to Southern Bank shall be deemed to include also any assignee or transferee of the Mortgage, and to all persons succeeding to title to the mortgaged premises, whether by deed or foreclosure or pursuant to the exercise of any rights and remedies under the Mortgage, or otherwise.

4328-11.21