1. The Lease, as amended, and all rights and obligations created thereunder are hereby subordinated and made subject to those certain mortgages listed as 1, 2, 3 and 7 on Exhibit B (hereinafter called the "Mortgage") as the same may hereafter be amended, extended, modified or replaced given by Landlord to Liberty Life Insurance Company, which Mortgage encumbers, _inter alia_, the Leased Premises.

2. Except in explicit compliance with the terms of the Lease, Tenant agrees that it will not terminate the Lease, surrender or abandon the Leased Premises, enter into any subleases, rental agreements, or assignments, accept concessions, amend, modify, renew or extend the Lease, cease rental payments thereunder, otherwise attempt to credit or off-set claims against rentals due, or prepay rent in advance of the due dates without the prior written consent of Lender. Tenant agrees that copies of any notices sent to the Landlord or owner of the Leased Premises in connection with the Lease shall also be sent to Lender at the address which appears above (unless changed by written notice to Tenant from Lender).

3. This Agreement shall remain in full force and effect without the necessity of the execution of any further documentation (although Landlord and Tenant agree to execute any and all such further documentation as may be reasonably requested by Lender) as to the Mortgage and to all amendments, modifications, extensions, renewals and consolidations thereof, but only to the extent that the face amount of the principal obligation secured thereby does not exceed $_____.

4. Provided Tenant is not in default in the payment of rent, taxes, utility charges, or other sums payable by Tenant under the terms of the Lease, is not in default under any other provisions of the Lease, and is then in possession of the Leased Premises:

> (a) The rights of possession and quiet enjoyment of Tenant to the Leased Premises pursuant to the Lease shall not be disturbed by Lender in the exercise of its rights and remedies under the Note or the Mortgage or any Security Agreement or other lien document, all as shown on Exhibit B; and