

WHEREAS, Provident National Assurance Company, a Tennessee corporation, hereinafter sometimes referred to as Mortgagee, is about to become the owner and holder of a first mortgage executed by owner, covering the said property, which mortgage secures a note in the principal sum of Eight Hundred Sixty Thousand and no/100 (\$860,000.00) Dollars, and;

WHEREAS, all of said mortgaged premises have been leased and demised to Greenville Radiology Professional Association under Lease dated December 1, 1982, and;

WHEREAS, Provident National Assurance Company, as a condition to making the aforesaid mortgage loan, has required an assignment of the said lease as additional security for said mortgage loan.

NOW, THEREFORE, THESE PRESENTS WITNESS, that in consideration of the foregoing and of the sum of One (\$1.00) Dollar paid by Provident National Assurance Company to owner, the receipt whereof is hereby acknowledged by owner, the said owner hereby assigns, transfers, and sets over unto Provident National Assurance Company, its successors and assigns, all the right, title and interest of owner in and to the said lease and any additions, amendments and/or supplements thereto, as additional security; and for the consideration aforesaid, the owner hereby covenants and agrees to and with the Mortgagee, that it will not, without the written consent of the Mortgagee,

- (a) Cancel any of said leases or accept a surrender thereof unless the owner and the respective tenant above named shall execute a new lease which shall go into effect prior to or simultaneously with said cancellation and surrender, said new lease to provide for a rental not less than the rent payable under the cancelled lease and which shall not diminish the tenant's obligation to pay taxes and insurance to the extent that such obligations may exist under the cancelled lease, and which new lease shall run to a date which shall not be prior to the expiration of the said cancelled lease. Owner covenants and agrees to assign said new lease to Mortgagee in the same form and manner as it assigned the said cancelled lease.
- (b) Modify any of said lease, either orally or in writing, so as to decrease the term of the lease; reduce the rent or diminish the obligation of the tenant with regard to the payment of taxes and insurance.
- (c) Consent to an assignment or sublease of the tenant's interest in said lease which will relieve the tenant of liability for the