

AND, WHEREAS, PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, a corporation of the State of Tennessee, 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 Six Hundred Seventy-Five Thousand and no/100 (\$675,000.00) Dollars; and

WHEREAS, considerable portions of said mortgaged premises have been leased and demised to the several tenants listed in Exhibit A, which is attached hereto, under various leases, hereinafter referred to as the "leases", and

WHEREAS, PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, as a condition to making the aforesaid mortgage loan, has required an assignment of said leases as additional security for said loan;

NOW, THEREFORE, THESE PRESENTS WITNESS, that in consideration of the foregoing and the sum of One and no/100 (\$1.00) Dollar paid by PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY to Owner, the receipt whereof is hereby acknowledged by the Owner, the said Owner hereby assigns, transfers and sets over unto PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY all the right, title and interest of Owner in and to said leases and any additions, amendments and/or supplements thereto, as additional security; and for and in consideration aforesaid, the Owner hereby covenants and agrees to and with PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY that it will not, without the written consent of PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY,

(a) Cancel any of said leases or accept a surrender thereof unless the Owner and Tenant 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 of 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 such obligations may exist under the cancelled lease, and which new lease shall run to a new date which shall not be prior to the expiration of said cancelled lease. Owner covenants and agrees to assign said new lease to PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY in the same form and manner as it assigned the said cancelled lease.

(b) Modify any of said leases, 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 of the tenant's interest in any of said leases which will relieve the tenant of liability for the payment of rent and/or the performance of the terms and conditions of the lease.

(d) Permit the payment of rent in any medium other than lawful money of the United States; permit the payment of any rent more than thirty (30) days in advance of the due date thereof or anticipate, discount, compromise, forgive, encumber or assign the rents or any part thereof or any lease or any interest therein.