

rents. It is further agreed that such notice will be given to any successor in interest of the Mortgagee in said mortgage provided that prior to any such default of the Landlord such successor in interest shall have given written notice to the Lessee of its acquisition of the Mortgagee's interest therein, and designated the address to which such notice is to be directed.

In consideration of the foregoing agreements of the Lessee, the undersigned Mortgagee agrees that it will not disturb the possession of the Lessee under said Lease upon any foreclosure of said mortgage, and that it will accept the attornment of the Lessee thereafter, if the Lessee be not then in default.

The agreements herein contained shall bind and inure to the benefit of the successors in interest of the parties hereto and, without limiting such, the agreement of the Mortgagee shall specifically be binding upon any purchaser of said property at a sale foreclosing said mortgage.

If the loan made by Mortgagee is secured by a deed of trust or security deed rather than by a mortgage, all references herein to mortgage shall be construed as referring to such other type of security instrument.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof as of the day and date first above written.

WITNESS:

Colette Justus

Angie Rodriguez

ATTEST:

F. L. Gilroy

Assistant Secretary  
F. L. Gilroy

LESSEE:

SAMBO'S OF SOUTH CAROLINA, INC.

By William L. Wagner, Sr.  
Vice President

By Robert J. Sizlo  
Vice President

Approved as to Form

MORTGAGEE:

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY

By John C. Penney

John C. Penney

(CONTINUED ON NEXT PAGE) SENIOR REAL ESTATE INVESTMENT OF 100  
- 2 -

4328 RV-2