

that Lessee might have had under the Lease against Landlord if Lender or such other person had not succeeded to the interest of Landlord; provided, however, that Lender or such other person shall not be:

- (i) liable for any act or omission of any prior landlord (including Landlord); or
- (ii) subject to any offsets or defenses which Lessee might have against any prior landlord (including Landlord) except those which arose out of such landlord's default under the Lease and accrued after Lessee has notified Lender and given Lender an opportunity to cure as provided hereinafter; or
- (iii) bound by any rent or additional rent which Lessee might have paid for more than the then current month to any prior landlord (including Landlord); or
- (iv) bound by any agreement or modification of the Lease made without Lender's consent.

3. The Lease shall be and hereby is made subject and subordinate to the lien of the Mortgage and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof, as though the Mortgage had been executed and recorded prior in point of time to the execution of the Lease.

4. The foregoing provisions shall be self-operative and effective without the execution of any further instrument on the part of either party hereto. However, Lessee agrees to execute and deliver to Lender or any person to whom Lessee herein agrees to attorn such other instrument as either shall request in order to effectuate such provisions.

5. Lessee acknowledges that Robert S. Small, Jr. will execute and deliver to Lender an Assignment of Rentals conveying the rentals under the Lease as additional security for said loan, and Lessee hereby expressly consents to such assignment. Lender agrees to provide Lessee with a copy of said Assignment.