

National Bank of Charleston - Greenville, S. C., and Liberty Life Insurance Company, Greenville, S. C., said commitments being conditioned upon certain changes or modifications being made in the written lease above referred to; and

WHEREAS, the parties hereto desire to accomplish these changes so that the new building may be constructed:

NOW, THEREFORE, For and in Consideration of the Sum of Ten (\$10.00) Dollars by each party to the other in hand paid, receipt whereof is hereby acknowledged, and in further consideration of the premises herein contained, the parties hereto do agree that the lease agreement dated July 12, 1950, and the modification thereof dated February 15, 1954, both hereinbefore referred to, shall be altered, modified and changed as follows:

1. Paragraph Three (3) of the lease of July 12, 1950 provides that the Lessor shall have a valid first lien upon any building erected upon the leased premises and upon all of the interests of the Lessee under the Lease, for the payment of all rents due under the lease and for the performance of all covenants and obligations required under the lease, and it further provides that such lien shall be paramount to the lien of any mortgage executed by the Lessee, or any other lien created by the Lessee. It is specifically understood and agreed by the parties hereto that any such lien arising to Lessor pursuant to the terms expressed in said Paragraph Three (3) shall be subordinate and junior to the lien of any mortgage or mortgages given by Lessee on or before December 31, 1959 upon the leasehold and/or upon the building, or any portion thereof, which may be erected upon the leased premises. Specifically, but not exclusively, this provision shall apply to any mortgage given by the Lessee to The South Carolina National Bank of Charleston - Greenville, S. C., for the purpose of advancing funds, on a short-term basis, for the construction of said building and to Liberty Life Insurance Company, Greenville, S. C., based on its conditional commitment dated December 10, 1956, to finance said building on a long-term basis.