

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) in hand paid by Bancroft to each of Lender and Landlord, the receipt whereof is hereby acknowledged, Lender, Landlord and Bancroft do hereby mutually covenant and agree that from the date Lender becomes the owner and holder of the Mortgage the following terms and conditions shall become effective:

1. The lease shall be and is hereby made subject, inferior 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; provided, however, such subordination shall be upon the express conditions (i) that the validity of said lease shall be recognized by the mortgagee and any purchaser of the Commercial Development at a foreclosure sale or a sale in lieu of foreclosure, (ii) that, notwithstanding any default by the mortgagor with respect to said mortgage or any foreclosure thereof, Tenant's possession and right of use under said lease in and to the demised premises shall not be disturbed by such mortgage or such purchaser unless and until Tenant shall breach any of the provisions hereof and said lease or Tenant's right to possession hereunder shall have been terminated in accordance with the provisions of said lease, and (iii) that no property owned by or removable by Tenant shall be subject to the lien of said mortgage.

~~Notwithstanding the provisions of this agreement, it is understood and agreed that Tenant shall only have such rights of set-off against rents as provided under said lease and shall in no way have the right of suit against Lender for any damages due to any breach of said lease agreement on Landlord's behalf.~~

Handwritten initials/signature

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

Signed, sealed and delivered in the presence of:

Stacy R. Jameson
James P. Jameson

FIRST NATIONAL BANK OF SOUTH CAROLINA

By:
LENDER

Handwritten signature
*J. Michael K...
Asst. Cashier*

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