

rental payable thereunder by reason of such default unless and until it has afforded the holder of the Mortgage thirty (30) days, after such notice, to cure such default and a reasonable period of time in addition thereto if circumstances are such that said default cannot reasonably be cured within said 30-day period.

6. It is agreed between the Lender and Ingles that notwithstanding any foreclosure of the Mortgage or conveyance in lieu of foreclosure and notwithstanding the termination of the Old Lease as contemplated herein, from and after such date, Ingles shall have the right to exercise against rentals then due or thereafter to become due under the New Lease any offsets which Ingles might have against any prior lessor (including the Landlord) arising out of the Old Lease, but limited, however, to only such offsets as may have arisen out of Tenant's having made repairs to the demised store building or the common areas of the shopping center or in performing common area services which were the responsibility of the Landlord but which the Landlord failed, neglected or refused to make or perform.

7. The agreements herein contained shall beind and inure to the benefit of the respective parties hereto, their successors and assigns, and without limiting such, it is expressly understood that all references herein to Lender shall be deemed to include also any subsequent holder of the Mortgage and/or any person succeeding to title to the mortgaged premises, whether by virtue of foreclosure or pursuant to the exercise of any rights and remedies under the Mortgage, or otherwise.

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:

James A. Thurman  
As to Lender

FIRST NATIONAL BANK OF SOUTH CAROLINA

BY:

Its President

Attest:

Its Assistant Cashier

LENDER

(CORPORATE SEAL)

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