

principal amount of Ninety-Five Thousand (\$95,000.00) Dollars (a copy of which is attached hereto as Exhibit A) and a real estate mortgage given as security therefor (a copy of which is attached hereto as Exhibit B), and

WHEREAS, the parties hereto have satisfied themselves as to the preliminary conditions and contingencies as set forth in the aforementioned Lease and the aforementioned Contract and do now desire to proceed with the endeavors, obligations and agreements as entered into between them and as reflected in the aforementioned Lease and Contract and any and all addendums or modifications thereto,

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar and in further consideration of the rents, covenants and agreements as hereinbefore made and entered into by the parties hereto and as hereinafter contained, do hereby agree as follows:

1. Landowner does hereby assign, set over, transfer and deliver to Bankers Trust of South Carolina, Greer, South Carolina, all of its right, title and interest in and to the aforementioned Lease Agreement, including, but not limited to, all rentals paid or to be paid thereunder, as security for the promissory note and real estate mortgage given or to be given by Landowner to Bankers Trust of South Carolina. It is explicitly understood and agreed that Landowner does hereby authorize Tenant to pay any and all rentals direct to Bankers Trust of South Carolina, Greer, South Carolina upon notification and request by Bankers Trust of South Carolina and Landowner does hereby further agree and stipulate that any and all payments so made by Tenant to Bankers Trust of South Carolina shall be deemed to be paid under the provisions of the Lease between Landowner and Tenant.

2. Tenant does hereby agree to and does subordinate all of its right, title and interest in and to the aforementioned Lease with Landowner in favor of the promissory note and real estate mortgage given or to be given by Landowner to Bankers Trust of South Carolina, Greer, South Carolina. Tenant further acknowledges and agrees to pay all rentals due and owing under the Lease direct