

than sixty (60) days from receipt of notice), Mortgagee may, but shall have no obligation to pay any taxes and assessments, make any repairs and improvements, make any deposits or do any other act or thing required by Lessor by the terms of said Lease; and all payments so made and all things so done and performed by Mortgagee shall be as effectively to prevent the right of Lessor from being forfeited or adversely affected because of any default under said Lease as the same would have been if done and performed by Lessor.

5. Lessee certifies that the Lease has been duly executed by Lessee; that no rent under the Lease has been paid more than thirty (30) days in advance of its due date; and that Lessee, as of this date, has no charge, lien or claim of offset under the Lease, or otherwise, against the rents or other charges due or to become due thereunder.

6. If Mortgagee shall succeed to the interest of Lessor under the Lease, Mortgagee shall be bound to Lessee under all the terms, covenants and conditions of the Lease, and Lessee shall, from and after Mortgagee's succession to the interest of Lessor under the Lease, have the same remedies against Mortgagee for the breach of an agreement contained in the Lease that Lessee might have had under the Lease against Lessor if Mortgagee had not succeeded to the interest of Lessor; provided further, however, that Mortgagee shall not be:

- (a) Liable for any act or omission of any prior landlord (including Lessor); or
- (b) subject to any offsets or defense which Lessee might have against any prior lessor (including Lessor) except those which arose out of such Lessor's default under the Lease and accrued after Lessee has notified Mortgagee and given Mortgagee an opportunity to cure as provided in the Lease and this Agreement; or
- (c) bound by any rent or additional rent which Lessee might have paid for more than the current month to any prior lessor (including Lessor); or
- (d) bound by any amendment or modification of the Lease made without Mortgagee's consent.

7. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Signed, sealed and delivered in the presence of:

[Signature]  
WITNESS

[Signature]  
WITNESS

MORTGAGEE:

WACHOVIA BANK AND TRUST COMPANY, N. A.

By: [Signature]  
Vice President

Attest: [Signature]  
Assistant Secretary

(Corporate Seal)

LESSOR:

CENTER ASSOCIATES, SOUTH CAROLINA LIMITED PARTNERSHIP BY PALM ASSOCIATES, GENERAL PARTNERSHIP, ITS GENERAL PARTNER

By: [Signature]  
General Partner

And: [Signature]  
General Partner

(Corporate Seal)

Signed, sealed and delivered in the presence of:

[Signature]  
WITNESS

[Signature]  
WITNESS

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