

- (b) Modify the said Lease, either orally or in writing, so as to decrease the term of the Lease; reduce the rent or diminish the obligation of the Tenant with regard to the payment of taxes and insurance.
- (c) Consent to an assignment or sublease if the Tenant's interest in said Lease which will relieve the Tenant of liability for the payment of rent and/or the performance of the terms and conditions of the Lease, and/or which will violate any of the exclusives or restrictive covenants contained in any other lease assigned to said Mortgagee as additional security for said note.
- (d) Permit the payment of rent in any medium other than lawful money of the United States; permit the payment of any rent more than Thirty (30) days in advance of the due date thereof or anticipate, discount, compromise, forgive, encumber, or assign the rents or any part thereof or any lease or any interest therein.

Any of the above acts, if done without the written consent of BANKERS TRUST OF SOUTH CAROLINA shall be null and void. BANKERS TRUST OF SOUTH CAROLINA, by acceptance of this Agreement, covenants and agrees to and with Owner that, until a default shall occur by Owner in the performance of the covenants or in the making of the payments provided for in said mortgage or note, the said Owner may receive, collect and enjoy the rents, issues and profits accruing to it under said Lease; but it is covenanted and agreed by Owner, for the consideration aforesaid, that, upon the happening of any default in performance of the covenants or in the making of the payments provided for in the said mortgage or note, BANKERS TRUST OF SOUTH CAROLINA may, at its option, receive and collect all the said rents, issues and profits. The Owner, in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the aforesaid mortgage or note, hereby authorizes BANKERS TRUST OF SOUTH CAROLINA, at its option, to enter upon the said mortgaged premises for the collection of the rents and for the operation and maintenance of said mortgaged premises, the Owner hereby authorizing BANKERS TRUST OF SOUTH CAROLINA in general to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that the Owner might reasonably so act. BANKERS TRUST OF SOUTH CAROLINA, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within assignment and from the mortgaged premises, to any amounts due BANKERS TRUST OF SOUTH CAROLINA from the Owner under the terms and provisions of the aforesaid note and mortgage. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of BANKERS TRUST OF SOUTH CAROLINA.

The Owner irrevocably consents that the Tenant under said Lease, upon demand and notice from BANKERS TRUST OF SOUTH CAROLINA of the Owner's default under the aforesaid mortgage or note, shall pay the rents, issues and profits under said Lease to BANKERS TRUST OF SOUTH CAROLINA without

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