

Re: Real Estate Mortgage executed  
by TBC Foods, Inc., et al.,  
in favor of Fidelity Federal  
Savings & Loan Association,  
Greenville, South Carolina.

The mortgagor herein, TBC Foods, Inc., further covenants and agrees as follows:

1. That said mortgagor will at all times fully and promptly perform and comply with all obligations of the tenant under its aforesaid lease without relying on any grace period provided therein and will at all times make payment of and fully perform and comply with the terms of any Attornment Agreements executed in connection with the aforesaid lease deemed necessary or desirable by the mortgagee in its sole discretion to prevent any default or termination of said mortgagor's aforesaid leasehold estate and failure of said mortgagor to so perform shall constitute a default as the term is hereinafter used and that if said mortgagor shall fail so to do, the mortgagee may (but shall not be obligated to) take any such action, without awaiting the expiration of any grace period, as the mortgagee deems necessary or desirable to prevent or to cure any default by said mortgagor thereunder; that upon receipt by the mortgagee from the landlord under said lease or any attornment or other agreement pertaining to said lease of any written notice of default by the tenant, the mortgagee may rely thereon and take any such action even though the existence of such default or the nature thereof be questioned or denied by or on behalf of said mortgagor; that said mortgagor hereby expressly grants to the mortgagee, and agrees that the mortgagee shall have, the absolute and immediate right to enter in and upon the premises or any part thereof to such extent and as often as the mortgagee, in its sole discretion, deems necessary or desirable in order to prevent or to cure any such default by said mortgagor; that said mortgagor shall pay to the mortgagee, immediately and without demand, all sums paid by the mortgagee pursuant to this paragraph, with interest thereon from the date of each such payment at the rate of 8% per annum; and that all sums so paid and expended by the mortgagee, and the interest thereon, shall be added to and be secured by the lien of this mortgage. For the purpose of curing any such default, the mortgagee may (but shall be under no obligation to) do any act or execute any documents in the name of the mortgagee or as its attorney-in-fact, as well as in the name of the mortgagor. Said mortgagor hereby irrevocably appoints the mortgagee its true and lawful attorney-in-fact, in its name or otherwise, to do any and all acts and to execute any and all documents which may be necessary or in the opinion of the mortgagee, desirable to preserve any rights of said mortgagor in and to the aforesaid lease, including, without limitation, the right to effectuate a renewal of said lease or to preserve any rights of said mortgagor whatsoever in respect of any

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