

(b) consents to said Lease as it has been amended and (c) covenants and agrees with Lessee that Mortgagee, or any person claiming by, through or under it shall not in the exercise of any of the rights arising out of the mortgage or the debt secured thereby deprive Lessee of possession or the right to possession of the premises demised by said Lease, or of any other right granted to Lessee in said Lease as it has been amended, for any reason other than a breach by Lessee of the covenants of said Lease, which would entitle the Lessor to dispossess the Lessee.

2. Should Mortgagee or any other person come into possession of or ownership of the title to said premises through foreclosure of the mortgage, or through the sale of the premises pursuant to or by virtue of the mortgage, or on account of the existence of the debt secured thereby, said Lease shall not be terminated by or on account of any such act or event and Lessee shall pay the rent required to be paid by it to the party or parties properly entitled to receive the same, and any person acquiring title by foreclosure or through or by virtue of any such sale or in any other manner shall take title subject to said Lease as it has been amended.

3. Subject to paragraphs 1 and 2 above, the lien of the Lease and the rights of Lessee thereunder are subordinated to the mortgage.

THIS AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed under seal as of the day and year first hereinabove written.

Signed, sealed and delivered in the presence of:

May Fox
Richard

ABC SOUTHEASTERN THEATRES, INC.

By: Almond Long
Vice President

Attest: Francis
Secretary



Signed, sealed and delivered in the presence of:

Jean S. Conners
Walter

THE SOUTH CAROLINA NATIONAL BANK, Columbia Office

By: Frank E. Murphy
Senior Vice President

Attest: Walter
Vice President

