

security for the MHMC Mortgage, to the lien of the PSFS Second Mortgage, the PSFS Second Assignment of Leases and COREA and the Consolidated Mortgage.

2. FHRC and GMP do hereby subordinate and do hereby declare to be subordinate the lien of the FHRC Mortgage, the lien of the FHRC Assignment of COREA, the lien of the FHRC Assignment of Leases, and the lien of FHRC on any other collateral given or assigned by GMP to FHRC as security for the FHRC Mortgage, to the lien of the PSFS Second Mortgage, the lien of the PSFS Second Assignment of Leases and COREA and the Consolidated Mortgage.

3. This Agreement may not be changed or terminated except by a writing signed by all parties hereto. This Agreement shall bind and inure to the benefit of the parties hereto, their respective successors and assigns.

4. GMP agrees that all proceeds of the Note securing the PSFS Second Mortgage, including, but not limited to, the proceeds of the Note held in escrow by PSFS pursuant to the terms of that certain Escrow Agreement of even date herewith, to the extent and at the times advanced and disbursed shall be applied by PSFS, to the extent Necessary, to pay off (or reduce the balance of, as the case may be) the MHMC Mortgage and the Note secured hereby. At such time as the MHMC Mortgage has been satisfied in full, MHMC agrees to execute and record a document satisfying the MHMC Mortgage of record in Greenville County.

IN WITNESS WHEREOF, the parties hereto have hereunto