

6. Should any dispute arise concerning the operation of this Agreement, the matter shall be settled by binding arbitration in Columbia, South Carolina, pursuant to the rules of the American Arbitration Association.

7. This Agreement is executed and delivered for the benefit of the holders of the Underlying Mortgages which are junior and subordinate to the existing first mortgage held by Jefferson Standard Life Insurance Company and any modification or amendment hereto which could have material adverse affect on the interest of said subordinate Underlying Mortgages or the priorities of payment specified hereinabove shall require the consent of the holders of said subordinate Underlying Mortgages, which consent shall not unreasonably be withheld.

8. The Agent shall be entitled to withdraw as the Agent hereunder at any time upon sixty (60) days prior written notice to all parties listed in Schedule C attached hereto. Upon receipt of notice of withdrawal, the Mortgagee shall have thirty (30) days to designate the trust department of any other national bank qualified to do business in South Carolina with assets of over One Billion Dollars who agrees to serve as the Agent in accordance with the terms of this Agreement by providing written notice of appointment to all parties listed in Schedule C attached hereto. If for any reason the Mortgagee fails to complete the appointment within said thirty (30) day period prior to the withdrawal of the then existing Agent, the Mortgagor shall appoint a new Agent on the terms and conditions set

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