

to BABC as defined in the BABC Documents, and the Bank shall deliver (unless otherwise restricted by law) to BABC any proceeds remaining from the sale of the Bank's Primary Collateral or foreclosure of the Lien of the Bank on the Simpsonville Premises, after payment in full of all Loan Repayments owing to the Bank, as defined in the Bank Documents. If either party shall be in possession of any property subject to its Security Interest or Lien remaining after such payment in full it shall deliver (unless otherwise restricted by law) the same to the other party, without recourse or warranty.

4. Bank's Receipt of Monies. The Bank agrees that should it receive any monies from the sale, liquidation or other disposition of or as a result of its Security Interest in BABC's Primary Collateral or Lien on the Other Premises at any time prior to payment in full of all Obligations owing to BABC as defined in the BABC Documents, it will (unless otherwise restricted by law) hold the same in trust for BABC and promptly pay over the same to BABC.

5. BABC's Receipt of Monies. BABC agrees that should it receive any monies from the sale, liquidation or other disposition of or as a result of its Security Interest in the Bank's Primary Collateral or Lien on the Simpsonville Premises at any time prior to payment in full of all Loan Repayments owing to the Bank under the Bank Documents, it will (unless otherwise restricted by law) hold the same in trust for the Bank and promptly pay over the same to the Bank.

6. Simpsonville Equipment. The Bank agrees that no item of the Simpsonville Equipment shall be deemed a fixture or part of the Simpsonville Premises, but shall at all times be considered personal property and subject to the first priority Security Interest of BABC as set forth in section 1 hereof. In the event BABC desires to exercise its remedies with respect to the Simpsonville Equipment, the Bank (a) will permit BABC to remain on the Simpsonville Premises at a reasonable rental for a period of ninety (90) days after the receipt by BABC of written notice from the Bank directing removal of the Simpsonville Equipment, and (b) will allow BABC access to the Simpsonville Premises in order to remove the Simpsonville Equipment therefrom. ~~without charge.~~

7. Notices. All notices required to be given hereunder shall be sent by first class certified mail, postage prepaid, return receipt requested, or delivered by hand, and shall be deemed to have been made when received. Notices to the Bank shall be addressed to the Bank at:

47 Camperdown Way
Post Office Box 1449
Greenville, South Carolina 29602

and notices to BABC at: 129 West Trade Street
Post Office Box 30531
Charlotte, North Carolina 28230