

or at such other address as either BABC or the Bank may from time to time specify.

8. Relationship of Parties. This Agreement is entered into solely for the purposes set forth above, and, except as expressly provided otherwise herein and in the Participation Agreement dated of even date herewith between the Bank and BABC (the "Participation Agreement"), neither party assumes any responsibility to the other to advise the other of information known to such party regarding the financial condition of Customer, or regarding BABC's Primary Collateral, the Bank's Primary Collateral, the Simpsonville Premises or the Other Premises, or of any other circumstances bearing upon the risk of nonpayment of the obligations of Customer under the BABC Documents and the Bank Documents, respectively. Except as provided in the Participation Agreement, each party shall be responsible for managing its relationship with Customer, and neither party shall be deemed the agent of the other for any purpose. Except as expressly provided in the Participation Agreement, BABC and the Bank may alter, amend, supplement, release, discharge or otherwise modify any terms of the BABC Documents or the Bank Documents, respectively, without notice to or consent of the other.

9. Governing Law. This Agreement shall be interpreted, and the rights and obligations of the parties hereto determined, in accordance with the laws and provisions of the State of North Carolina.

10. Parties. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and assigns.

11. No Third Party Beneficiaries. Nothing contained in this Agreement shall be deemed to indicate that this Agreement has been entered into for the benefit of any person other than the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Signed, Sealed & Delivered
In the Presence of:

THE CITIZENS AND SOUTHERN
NATIONAL BANK OF SOUTH CAROLINA

[Signature]
Witness

By: [Signature]
Title: VICE PRESIDENT

[Signature]
Notary Public

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