

without deduction even if Lessee also remits to the State of South Carolina any sums required to be withheld on account of any income taxes imposed by such State and Lessee's claim against Assignor for repayment of any such sums shall be subordinate to the rights of Assignee under the Mortgage, but Lessee shall have the right to recover any such sums from Assignor out of any assets available for such purpose under the Mortgage, or from any subsequent owner of the Property.

7. Assignor and Lessee each agree that they will not enter into any agreement subordinating, amending, modifying or terminating the Lease without the prior written consent thereto of Assignee, except as expressly permitted by the Lease, and that any attempted subordination, amendment, modification or termination without such consent shall be void except as expressly permitted by the Lease. If the Lease shall be amended as permitted herein, the Lease as amended shall continue to be subject to all of the provisions of this Agreement without any further act by the parties hereto. Lessee agrees that it will remain obligated under the Lease in accordance with its terms, and that its obligations and liabilities under the Lease will not be discharged or affected by the bankruptcy, insolvency, reorganization, dissolution, winding up or other proceeding affecting Assignor or any assignee of Assignor, and notwithstanding any action with respect to the Lease which may be taken by any trustee, conservator, liquidator or receiver of Assignor or of any such assignee or by any court in any such proceeding.

8. Assignor and Lessee agree that if, pursuant to the Lease, Lessee shall offer to purchase all or any part of the Property, notice of acceptance of any such offer shall be validly given if given by Assignee. Lessee further agrees that it will accept a deed to all or any part of the Property executed and delivered by Assignee, as agent and attorney-in-fact of Assignor pursuant to the appointment contained in the Mortgage, as being in compliance with the provisions of the Lease, provided that such deed is accepted for recording by the appropriate recording authorities in South Carolina. Lessee further agrees that if it should become necessary for Assignee or any other party to institute any foreclosure or other judicial proceeding in order that

(Continued on next page)