

NOW, KNOW ALL MEN, that for FIVE (\$5.00) DOLLARS and other valuable consideration, receipt of which is hereby acknowledged and the Premises, Ewing-Hungiville Realty and Construction, Inc., a South Carolina corporation, current owner of the Premises, hereby covenants and agrees that the Mortgage is hereby further modified and amended by adding thereto the following paragraphs numbered 40 and 41:

"40. The premises shall be managed by Ewing-Hungiville Realty & Construction, Inc. In the event either (a) any default shall occur in the terms and conditions of this Mortgage or (b) the Mortgagee shall in good faith become dissatisfied with the performance of the Ewing-Hungiville Realty & Construction, Inc., the Mortgagee shall have the right to require Mortgagor to remove Ewing-Hungiville Realty & Construction, Inc. as manager, and to direct Mortgagor to designate a new manager for the premises satisfactory to Mortgagee, and Mortgagor agrees to employ or retain, or cause to be employed or retained, the successor manager approved by Mortgagee on such terms and conditions and under such management agreement approved by Mortgagee, provided, however, the removal of Ewing-Hungiville Realty & Construction, Inc. and the employment of any successor manager shall not be effective in the event of sub-paragraph "(b)" above until thirty (30) days have elapsed after the giving of notice by Mortgagee to Mortgagor of its dissatisfaction. Mortgagee shall not be liable for any claim for monetary damages by reason of Mortgagee's exercise of its right of requiring the removal of Ewing-Hungiville Realty & Construction, Inc. as manager, or in exercising its right to approve any successor manager, and the Mortgagor's remedies shall be exclusively limited to injunctive relief or declaratory judgment.