

Simpsonville Premises, and in all air conditioning, heating, ventilating, plumbing, wiring and lighting equipment now or hereafter installed thereon, shall constitute a first priority lien on such property, superior to any interest of BABC in the same property granted pursuant to the BABC Mortgage, and BABC's Lien thereon shall be subordinate to the Lien of the Bank thereon; and (d) the Liens granted in favor of BABC pursuant to the BABC Mortgage in that property of the Customer described as the Other Premises shall constitute a first priority Lien on the Other Premises, superior to any interest of the Bank in the same property granted pursuant to the Bank Mortgage, and the Bank's Lien thereon shall be subordinate to the Lien of BABC thereon.

2. Notices of Default. BABC agrees to give to the Bank notice of default, termination, demand, acceleration, exercise of remedies and any other notice which is of a like nature or required to be given under the BABC Documents or by law, and the Bank agrees to give to BABC notice of any default, termination, demand, acceleration, exercise of remedies and any other notice which is of a like nature or required to be given under the Bank Documents or by law, in each case concurrently with the giving of such notice to Customer; provided, however, that no failure of either party to give such notice shall affect the relative priorities of the Security Interests and Liens established in section 1 hereof.

3. Remedies. In the event of commencement of foreclosure under the BABC Documents or under the Bank Documents, BABC and the Bank will cooperate in the exercise of their respective remedies; provided, however, that subject to paragraph 2 above: (a) BABC shall have the exclusive right to sell, transfer or otherwise dispose of BABC's Primary Collateral as provided in the BABC Documents and to foreclose its Lien on the Other Premises as provided in the BABC Documents in the manner deemed appropriate by BABC without regard to Bank's Security Interest or Lien therein; and (b) the Bank shall have the exclusive right to sell, transfer or otherwise dispose of the Bank's Primary Collateral as provided in the Bank Documents and to foreclose its Lien on the Simpsonville Premises as provided in the Bank Mortgage in the manner deemed appropriate by the Bank without regard to BABC's Security Interest or Lien therein; provided, however, that prior to exercising its rights with respect to the Bank's Primary Collateral and the Simpsonville Premises, the Bank will allow BABC the opportunity to cure the Customer's default under the Bank Documents; provided, further, that nothing contained herein shall be deemed to prohibit either the Bank or BABC from intervening or participating in any judicial proceeding to the extent necessary to establish or preserve its interests, so long as such intervention or participation does not interfere with the foregoing rights of the other party hereto. BABC shall deliver (unless otherwise restricted by law) to the Bank any proceeds remaining from the sale of BABC's Primary Collateral or foreclosure of the Lien of BABC on the Other Premises, after payment in full of the Obligations owing