

contract, or concession or rental agreement (and then only if such prepayments have been deposited with and are under the control of Mortgagee); or (ii) any amendment or modification of said lease, tenant contract, or concession or rental agreement made without the express written consent of Mortgagee or said successor in interest; or (iii) any offset, claim or defense which any tenant may have against Mortgagor. Each lease, tenant contract, or concession or rental agreement pertaining to the Premises shall also provide that, upon request by said successor in interest, the lessee, concessionaire or tenant thereunder shall deliver an instrument or instruments confirming such attornment.

(e) Notwithstanding any other provisions of this Mortgage, Mortgagor shall not hereafter enter into any lease, tenant contract, concession or rental agreement, franchise agreement, management contract or other contract, license or permit affecting the Premises or City Project, or any part thereof, without the prior written consent of Mortgagee and except upon the following conditions: (i) each such instrument shall contain a provision that the rights of the parties thereunder are expressly subordinate to all of the rights and title of Mortgagee under this Mortgage; and (ii) any such instrument shall contain a provision whereby the parties thereunder expressly recognize and agree that notwithstanding such subordination, Mortgagee may sell the Premises and the City Project, or either of them, at foreclosure in the manner provided by the laws of the State of South Carolina.

1.09 Security Agreement.

(a) With respect to the machinery, apparatus, equipment, fittings, fixtures, building supplies and materials, articles of personal property, chattels, chattel paper, documents, inventory, accounts, consumer goods and general intangibles referred to or described in this Mortgage, or in any way connected with the