

grants to the Issuer, its successors and assigns, a security interest in each and every item of the Facilities Equipment, the Inventory and the Gross Receipts, and in all cash and non-cash proceeds (including insurance proceeds) of any of the foregoing in compliance with the provisions of the Uniform Commercial Code as enacted in the State of South Carolina. A financing statement or statements reciting this Mortgage to be a security agreement affecting all of said Facilities Equipment, the Inventory and Gross Receipts shall be executed by the Corporation, as debtor, and the Issuer, as secured party, and appropriately filed. The remedies for any violation of the covenants, terms and conditions of the security agreement herein contained shall be (i) as prescribed herein, or (ii) as prescribed by general law, or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified in said Uniform Commercial Code, all at the Issuer's sole election. The Corporation and the Issuer agree that the filing of such financing statement(s) in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing the declaration and hereby stated intention of the Corporation and the Issuer that the Facilities Equipment is and at all times and for all purposes and in all proceedings, both legal or equitable, shall be regarded to the maximum extent permitted by law as part of the real estate irrespective of whether (1) any such item is physically attached to the improvements, (2) serial numbers are used for the better identification of certain items capable of being thus identified, or (3) any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to (A) the proceeds of any fire and/or hazard insurance policy, or (B) any award in eminent domain proceedings for a taking or for loss of value, or (C) the Corporation's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Facilities, whether pursuant to a lease or otherwise, shall never be construed as in anywise altering any of the rights of the Issuer as determined by this instrument or impugning the priority of the Issuer's security interest granted hereby or by any other recorded document, but such mention in such financing statement(s) is declared to be for the protection of the Issuer in the event any court shall at any time hold