

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) cash in hand paid to the First Mortgagee and the Second Mortgagee, and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the undersigned hereby agree as follows:

1. The foregoing preambles are incorporated and restated herein.
2. First Mortgagee does hereby subordinate that amount of the lien, if any, of the First Mortgage in excess of the first \$3,300,000.00 to the lien of the Heller Mortgage and does hereby agree that any lien in excess of the first \$3,300,000.00 of the First Mortgage held by the First Mortgagee shall be inferior, junior, and subordinate to the lien of the aforesaid Heller Mortgage, provided, however, the foregoing subordination is limited to advances, renewals or extensions made by the First Mortgagee in excess of \$3,300,000.00 and made pursuant to the terms of Article III, Section Tenth of the First Mortgage and, in addition, said subordination shall not extend to nor include interest on the First Mortgage, advances or expenditures of any nature or kind made by the First Mortgagee pursuant to any other terms or provisions of the First Mortgage.
3. Second Mortgagee does hereby subordinate the entire lien of the Second Mortgage to the lien of the Heller Mortgage and does hereby agree that the lien of the aforesaid Second Mortgage held by the Second Mortgagee shall be inferior, junior, and subordinate to the lien of the Heller Mortgage. Second Mortgagee agrees that any additional advances, renewals, or extensions made by Second Mortgagee will be subordinate to the lien of the Heller Mortgage.
4. First Mortgagee does not consent to the subordination of any portion of its lien under the First Mortgage to the lien of the Second Mortgage. The lien of the Second Mortgage shall remain fully subordinate, inferior, and junior to the First Mortgage.
5. First Federal of South Carolina and Second Mortgagee each acknowledge and agree to give Heller prior written notice of its intention to foreclose or to seek to enforce, by judicial proceedings or otherwise, the mortgage and each agree to give Heller thirty (30) days thereafter to cure any default under the mortgage.