SUBORDINATION AGREEMENT

Party Requesting
Subordination:
("Creditor")

Party Subordinating:
("Existing Lender")

Description of Collateral:
("Collateral")

Borrower/Debtor:
("Borrower")

To induce Creditor to make a loan or extend credit to Borrower from time to time, Existing Lender agrees that, subject to the provisions of this agreement ("**Agreement**"), any lien or security interest that Existing Lender may now have or hereafter acquire in the Collateral shall be subordinate, inferior and subject to any lien or security interest in the Collateral that Creditor, its successors or assigns may now have or hereafter acquire. Existing Lender further agrees that, so long as Creditor has a security interest in the Collateral, Existing Lender will not take any action to foreclose or execute upon the Collateral or take any other action to obtain from the Collateral payment of all or any portion of the Borrower's indebtedness to Existing Lender. The subordination granted hereby by Existing Lender applies to and shall affect only the Collateral, and the security interests of Existing Lender with respect to any other property shall not be affected in any manner by this Agreement. This Agreement is solely for the purpose of establishing the relative priorities of Existing Lender and Creditor with respect to the Collateral and shall not inure to the benefit of any other person or entity, except the successors and assigns of Existing Lender and Creditor. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, and constitutes the entire agreement between the parties. Without limiting either party's rights to bring any action or proceeding against the other party in the courts of other jurisdictions, each party hereby irrevocably submits to the jurisdiction of any State or Federal court located in the County of Lexington, South Carolina. Both parties expressly waive any right to a trial by jury. This Agreement may be (a) signed in multiple counterparts, all of which together shall constitute one enforceable agreement, and (b) delivered by facsimile transmission.

Existing Lender: _____   Creditor: _____

_____

_____

By: _____   By: _____
Name: _____   Name: _____
Title: _____   Title: _____
Date: _____   Date: _____