

SUBORDINATION AND NON-DISTURBANCE AGREEMENT

THIS AGREEMENT, made this *3rd* day of *Sept* 1976, by and between American United Life Insurance Company, an Indiana corporation (hereinafter referred to as "Mortgagee"); ARA SERVICES, INC., a Delaware corporation (hereinafter referred to as "Lessee"); and Donald J. Davenport, Patricia A. Davenport, Desmond D. Cummings and Lois I. Cummings, (hereinafter referred to as "Lessor").

W I T N E S S E T H T H A T:

Lessee has entered into a certain Lease Agreement with Lessor bearing the date of September *24*, 1976, (hereinafter referred to as the "Lease"). The "Leased Premises" as identified therein and any and all portions thereof being referred to herein as the "Leased Premises," commonly known as 17 Haywood Road, Greenville, South Carolina, are more particularly described in Exhibit A attached hereto and made part hereof; and Mortgagee is or will be the holder of a Mortgage being recorded in the County of Greenville, State of South Carolina, providing for a first lien on the Leased Premises as security for a loan in the original amount of Five Hundred Thirty Five Thousand Three Hundred Dollars (\$535,300).

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Lessee acknowledges that said lease and the estate thereby created together with all terms and provisions thereof, including, without limitation, any rights of Lessee to acquire title to the Leased Premises, are subordinated and postponed to the lien of said Mortgage during the initial Lease term and during all renewals or extensions thereof.

2. So long as Lessee continues to pay the rent reserved in said Lease and otherwise complies with the terms and provisions thereof:

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