

PRUDENTIAL as landlord and the LESSEE as tenant had been entered into for the remainder of the term of the lease in effect at the institution of the foreclosure proceedings.

PROVIDED, HOWEVER, and notwithstanding anything herein contained to the contrary and as long as said Lessee, its successors and assigns, shall fully perform the covenants and conditions contained in the aforesaid Lease, as now amended, including the payment of all rentals due thereunder, it shall have the right to peaceably occupy and possess the demised premises under the Lease, as amended, without interference or disturbance by Prudential, its successors and assigns.

The covenants and agreements hereinabove contained shall be binding upon or enure to the benefit of the parties hereto, their next of kin, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the LESSEE has executed these presents in manner sufficient to bind LESSEE.

WITNESS:

Sara Jean Griffin
Frank J. [Signature]

BI-LO, INC. (L.S.)

(L.S.)

ATTEST:

Thomas L. McElroy
 Secretary.

By *Harold A. Kelly*
 President.

(Acknowledgments)

STATE OF SOUTH CAROLINA)
) PROBATE
 COUNTY OF GREENVILLE)

PERSONALLY appeared before me the undersigned, who on oath states that (s)he saw the within named Bi-Lo, Inc., by its duly authorized officer, sign, seal and as its act and deed deliver the foregoing written Subordination of Lease, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me)

This 26 Day of)

July, 1977.)

Sara Jean Griffin

Kenneth Carroll [Signature] (L.S.)
 Notary Public for South Carolina

My Commission Expires: 1-16-1980

WILKINS & MITCHELL, P.A.

Loan No. 5 157 564

Subordination
 of Lease

BI-LO, INC.

The Prudential Insurance Company
 of America

FORM 2096- Ed 5-59

FORM

[4328 RV.2]