

WHEREAS, the liens of the First and Second Mortgages have been consolidated pursuant to a Consolidation Agreement dated November 5, 1979 and recorded on November 6, 1979 in the R.M.C. Office for Greenville County in Mortgage Book 1487, page 306 et seq. (the First and Second Mortgages, as consolidated, and as the same may be modified, supplemented, extended and/or renewed from time to time hereinafter called the "Mortgage"); and

WHEREAS, Mortgagee is the holder with respect to the Lease of an Assignment of Landlord's interest in the Lease dated October 30, 1978 and a Second Assignment of Landlord's interest in the Lease dated November 5, 1979; and

WHEREAS, ABC, Landlord and Mortgagee executed and recorded a Subordination, Non-Disturbance and Attornment Agreement dated October 25, 1978 with respect to the First Mortgage, and Tenant, Landlord and Mortgagee desire to confirm the terms of that agreement with respect to the Second Mortgage and Consolidation Agreement; and

WHEREAS, Mortgagee desires that the Lease be subordinated to the Mortgage and that Tenant agree to attorn to the purchaser at foreclosure of the Mortgage in the event of such foreclosure or to Mortgagee in the event of collection of the rent by Mortgagee, and Tenant is willing to agree so to attorn if Mortgagee will recognize Tenant's rights under the Lease to the extent hereinafter indicated.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) paid in hand by each of the parties