

FILED
GREENVILLE CO. S. C.

AUG 28 3 13 PM '81

DONNIE S. TANKERSLEY
R.M.C.

BOOK 1551 PAGE 239

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS AGREEMENT made this 27th day of August, 1981, between GREENVILLE AMBULATORY SURGICAL CENTER, a Limited Partnership, organized and existing in accordance with the laws of the State of South Carolina, (hereinafter referred to as "TENANT") and PROTECTIVE LIFE INSURANCE COMPANY, an Alabama Corporation, (hereinafter referred to as "MORTGAGEE").

W I T N E S S E T H :

WHEREAS, Mortgagee is now or will become the owner and holder of a Mortgage and Security Agreement dated January 30, 1981, (hereinafter referred to as "MORTGAGE") which is recorded in the Greenville County RMC Office in REM Book 1532, at Page 74, as amended by document recorded in the Greenville County RMC Office in REM Book 1551 at Page 230, which secures a Note in the original principal amount of \$500,000.00, and which encumbers the real property, together with the buildings and improvements thereon, described in Exhibit "A"; and

WHEREAS, Tenant is the holder of a Lease (hereinafter referred to as the "LEASE"), dated January 30, 1981, with GILREATH/ SMALL DEVELOPMENT CO., a General Partnership, as Landlord (hereinafter referred to as "LANDLORD") covering certain premises more particularly described in the Lease (hereinafter referred to as the "DEMISED PREMISES"); and

WHEREAS, Tenant and Mortgagee desire to confirm their understanding with respect to the Lease and the Mortgage.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Mortgagee and Tenant hereby agree and covenant as follows:

1. The Lease and the rights of Tenant thereunder are now and at all times hereafter shall be subject and subordinate to the Mortgage and to all renewals, modifications or extensions thereof, but such renewals, modifications and extensions shall nevertheless be subject and entitled to the benefits of the terms of this Agreement.

2. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Demised Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof which may be effected in accordance with any option granted in the Lease, shall not be diminished or interfered with by Mortgagee, and Tenant's occupancy of the Demised Premises shall not be disturbed by Mortgagee during the term of the Lease or any such extensions or renewals thereof.

GCTO -----3 AU28 81 681

8.00CI