

Notwithstanding the foregoing provisions, the undersigned Lessee hereby executes this Subordination Agreement upon the express condition that the foregoing Lease shall be recognized by the Lender, and that the rights of the Lessee shall remain in full force and effect during the term of this Lease and any extension thereof notwithstanding any default by the owner or mortgagor with respect to said mortgage or any foreclosure thereof, as long as Lessee shall perform all of the covenants and conditions of said Lease.

The terms and conditions contained herein shall be binding upon and inure to the benefit of the undersigned parties, their heirs, assigns, successors, administrators and executors.

IN WITNESS WHEREOF, the Lessee has executed these presents in manner sufficient to bind Lessee this day and year first above written.

IN THE PRESENCE OF:

Loyn A. Henry, Jr.
Judith A. Henderson

CAPER HOUSE, INC.,

By John B. Bagwell
Its Exec. Vice President

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named CAPER HOUSE, INC., by its duly authorized officer, sign, seal and as said corporation's act and deed execute and deliver the within written Subordination of Lease, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
8th day of March, 1971.

Barbara Dean Miller (LS)
Notary Public for South Carolina
My commission expires 12-11-79

Loyn A. Henry, Jr.

Subordination of LEase Recorded March 11, 1971 At 4:52 P.M. # 21129