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GREENVILLE CO. S. C.

Nov 14 3 03 PM '80

SONNIE S. TANKERSLEY
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BOOK 1137 PAGE 311

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENMENT AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of November, 1980, by and between CenCor, Inc., a Delaware corporation, hereinafter referred to as "Tenant", and Carolina Federal Savings and Loan Association of Greenville, hereinafter referred to as "Lender";

Whereas, by lease (hereinafter, the "Lease") dated July 17, 1980, Tenant has leased from Eastside Child Care Investors, hereinafter referred to as "Lessor", certain premises in Greenville County, more particularly described in Exhibit "A" attached hereto, together with all improvements thereon, a Memorandum of which Lease is recorded in the RMC Office for Greenville County in Deed Book 1137 Page 309; and

Whereas, Lender has agreed to make a mortgage loan to Lessor, which mortgage loan is to be evidenced by a note from Lessor in the original principal amount of One Hundred Twenty Seven Thousand Dollars (\$127,000.00) and secured by a Mortgage of Real Estate against the aforementioned real property and improvements constructed thereon; and

Whereas, Tenant has agreed to subordinate its rights under the aforesaid Lease to the lien of the aforesaid mortgage, provided that Mortgagee recognizes Tenant's rights under the aforesaid Lease in the event of foreclosure of Lender's lien, and Tenant is willing to agree to attorn to the purchaser at such foreclosure if Lender will recognize Tenant's rights under said Lease;

Now, therefore, in consideration of the premises, the mutual promises and covenants of the parties hereunder, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

(a) The interest of Tenant in and to the premises described in Exhibit "A" hereto is and shall be subordinate, inferior, and subject to the aforescribed mortgage from Landlord to Mortgagee in the amount of \$127,000.00 recorded or to be recorded herewith in the RMC Office for Greenville County, South Carolina.

(b) So long as the Tenant is not in default in the payment of rent or in the performance of any of the terms of the Lease, the Tenant's possession of the leased property and the Tenant's rights and privileges under the Lease

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