

1. The Note and Mortgage are hereby made subject and subordinate to (i) all rights, title and interest of Haywood, Belk and Grantee and all persons or entities claiming by, through and under Haywood, Belk and Grantee (herein collectively referred to as the "Beneficiaries of the Operational Documents") under the Operational Documents and (ii) persons or entities claiming by, through or under Haywood and Belk (herein collectively referred to as the "Beneficiaries of the Lease") under the Lease. The within subordination shall be self-operating; provided, however that CG agrees to execute and deliver any additional instruments which may be reasonably necessary to evidence such subordination.

2. The rights, title and interest of Belk and Grantee in the Operational Documents and of Belk in the Lease shall not be affected or disturbed by CG, or any other holder of the Note and Mortgage, in the exercise of any right or remedy under the Note or the Mortgage, or provided by law, nor shall Belk and Grantee nor any of them be named as a party defendant in any suit to foreclose the lien of the Mortgage. In the event CG or any other person or entity acquires title to the premises pursuant to the exercise of any right or remedy provided for in the Note or the Mortgage, or by law, the Operational Documents and the Lease shall not be terminated or affected thereby and shall survive the foreclosure, the conveyance in lieu thereof or the exercise of any such right or remedy and CG hereby covenants and agrees that any conveyance of the Premises pursuant to the exercise of any such right or remedy under the Note or Mortgage or otherwise, shall be made subject to the Operational Documents and the Lease and the rights, title and interest thereunder of Belk and Grantee in the Operational Documents and of Belk in the Lease, respectively.

This Agreement shall be binding upon CG and shall inure to the benefit of Belk and Grantee respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned on the day and year first above written.

Signed, sealed and delivered this 9<sup>th</sup> day of July, 1979 in the presence of:

Dianne R. Millette  
Witness

Julia S. [unclear]  
Witness

CONNECTICUT GENERAL LIFE  
INSURANCE COMPANY

By: Edgar A. Boardman  
Its: Edgar A. Boardman, Secretary

Attest: Robert P. Vestwig  
Its: Robert P. Vestwig, Assistant Secretary  
(CORPORATE SEAL)

STATE OF CONNECTICUT  
COUNTY OF HARTFORD

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw Connecticut General Life Insurance Company, acting through Edgar A. Boardman and Robert P. Vestwig, its Secretary and Asst. Secretary, respectively, sign, seal and as their act and deed, deliver the within Non-Disturbance and Subordination Agreement; and that (s)he together with Dianne R. Millette whose name is also subscribed above, witnessed the execution thereof.

Dianne R. Millette  
Witness

Sworn to before me this 19<sup>th</sup> day of July, 1979

Jeannette M. Souza (LS)  
Notary Public for Connecticut  
My commission expires 3/31/80.

Jeannette M. Souza, Notary Public  
My Commission Expires: 3/31/80

RECORDED JUL-20 1979 at 4:48 P.M.

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