

SUBORDINATION NON-DISTURBANCE AGREEMENT

THIS AGREEMENT made this 21st day of August, 1969, by and between Dill Warehouse, Inc., hereinafter referred to as "Lessee", and Aiken Loan and Security Company, hereinafter referred to as "Mortgagee",

W I T N E S S E T H:

For the purpose of inducing the Mortgagee to make a loan to Rice-Cleveland Company, Inc., hereinafter referred to as "Lessor", in the amount of Two Hundred Sixty Thousand and No/100 (\$260,000.00) Dollars, secured by a mortgage upon property owned by Rice-Cleveland Company, Inc., which is subject to a lease from Lessor to Lessee dated April 18, 1969, recorded in the RMC Office for Greenville County, S. C., in Deed Book 867, Page 57, the undersigned Lessee does hereby agree as follows:

1. That the aforementioned lease and the rights of the Lessee thereunder are hereby subordinated to a mortgage, and the lien thereof, securing the above mortgage loan to be made by Mortgagee, and to any renewal, substitution, extension or replacement thereof, as though said mortgage were executed and recorded prior in point of time to the execution of said lease.
2. In the event of foreclosure of the aforementioned mortgage, the Lessee agrees to attorn to and accept the purchase at the foreclosure sale as landlord for the balance then remaining at the term of the aforementioned lease subject to all of the terms and conditions of said lease.
3. The Lessee agrees to give prompt written notice to Mortgagee of any default of the Lessor in the obligations

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