

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

ATTORNEY, NON-DISTURBANCE  
AND  
SUBORDINATION AGREEMENT

THIS AGREEMENT, made this 19<sup>th</sup> day of SEPTEMBER, 1977, by and between United Federal Savings and Loan Association, having its principal place of business in Fountain Inn, South Carolina, hereinafter referred to as "Mortgagee", CAPER HOUSE, INC., a corporation having a principal place of business at Congaree Road, Greenville, South Carolina, hereinafter referred to as "Lessee", and S & H Properties, a general partnership, whose principal office is located at Congaree Road, Greenville, South Carolina, hereinafter referred to as "Borrower".

W I T N E S S E T H

WHEREAS, by document dated September 20, 1977 Borrower entered into a lease agreement hereinafter referred to as the "lease" with Lessee for a term of fifteen (15) years with the right to extend the term for two successive periods of five (5) years each, whereby Borrower leased to Lessee certain real estate located on Main Street, in the Town of Simpsonville, County of Greenville, State of South Carolina, more particularly described in Exhibit "A" attached to this agreement and made a part hereof; and

WHEREAS, Mortgagee has agreed to lend a certain sum of money to Borrower, and Borrower has agreed to (a) execute a promissory note evidencing the promise to pay that sum of money to Mortgagee, and (b) execute a mortgage in favor of Mortgagee; and

WHEREAS, as a conditions precedent to the giving of the loan, Mortgagee requires that Lessee agree to attorn to the Mortgagee; and

WHEREAS, as consideration for the Lessee agreeing to the provisions described in the preceding paragraph as more fully hereinafter set forth, Mortgagee has agreed to give unto the Lessee a "Covenant of Non-Disturbance".

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein contained and the sum of One (\$1.00) Dollar, each in hand paid to the other, the receipt and sufficiency of which is hereby acknowledged, it is mutually hereby agreed as follows:

1. So long as Lessee is not in default beyond any period given to Lessee to cure such default in the payment of fixed minimum rent, percentage rent, or additional rent or in the performance of any of the terms, covenants or conditions of the lease on Lessee's part to be performed, Lessee's possession of the demised

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