

Subordination of Lease

THIS AGREEMENT, made this 21st day of October, 1974, by and between ~~Frank L. Outlaw, Jr., et al, partners, d/b/a Warehouse Investments~~ BI-LO, INC. ~~of the City of Greenville, in the County of Greenville, State of South Carolina~~, hereinafter referred to as the "LESSEE", party of the first part, and The Prudential Insurance Company of America, a corporation of the State of New Jersey, having its principal office in the City of Newark and State of New Jersey, hereinafter referred to as the "PRUDENTIAL", party of the second part, WITNESSETH:

WHEREAS, by a certain lease dated October 3, 1974, Frank L. Outlaw, Jr., et al, partners, d/b/a Warehouse Investments, then owner of the lands and premises hereinafter mentioned, demised and leased to the LESSEE or the predecessor in interest of the LESSEE all that tract or parcel of land and premises situated in the City of Mauldin in the County of Greenville and State of South Carolina, near S. C., commonly known and designated as Nos. 15.07 acres and a triangular containing 4623.02 square feet for a term of 20 years commencing October 15, 1974 and ending October 14, 1994 upon the terms and conditions for the rental thereof as will, by said lease, more fully appear, and

WHEREAS, the aforesaid owner or successor in title of said owner is about to execute a first mortgage or deed of trust covering the said property to the PRUDENTIAL as security for an indebtedness represented by a bond or note in the principal sum of One Million, One Hundred Sixty Five Thousand and no/100 * * * Dollars (\$1,165,000.00), and

WHEREAS, PRUDENTIAL, as a condition to its making the aforesaid mortgage loan, has required this subordination of the LESSEE's leasehold interest in the said property to the lien of its mortgage or deed of trust, which subordination the LESSEE is willing to execute in order to facilitate the closing of the said loan;

NOW, THEREFORE, in consideration of the foregoing and of the sum of One Dollar (\$1.00) paid by the PRUDENTIAL to the LESSEE, the receipt whereof is hereby acknowledged, the said LESSEE covenants to and agrees with the PRUDENTIAL that all LESSEE'S right, title and interest in and under the aforesaid lease and any renewal or extension thereof is and shall be subject and subordinate to the lien of the aforesaid mortgage or deed of trust to the PRUDENTIAL and any renewal or extension thereof, in the same manner and to the same extent as if such lease had been executed subsequent to the execution, delivery and recording of said mortgage or deed of trust;

And the LESSEE further covenants and agrees that LESSEE will not, without obtaining written consent of the PRUDENTIAL, cancel or surrender the aforesaid lease, modify said lease in any way, assign the same, or pay the rent due thereunder in advance except as may be required by said lease; hereby agreeing that any such act as aforesaid if done without the consent of the PRUDENTIAL shall be null and void as against the PRUDENTIAL;

And the LESSEE further covenants and agrees that upon the PRUDENTIAL'S acquiring the said property by foreclosure, said LESSEE shall thereafter, but only at the option of the PRUDENTIAL, to be evidenced by written notice of its election given to said LESSEE within a reasonable time thereafter, remain bound by novation or otherwise to the same effect as if a new and identical lease between the

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