

(2) That in order to accomplish a complete subordination of its interests as Lessee, Outlaw agrees that to the extent there is or shall be any conflict between the terms and provisions of the Lease Agreement and the Mortgage of the Real Estate hereinabove described, then the terms and provisions of the Mortgage of Real Estate shall control; and Outlaw further agrees that any such conflict or variance shall not constitute a breach of said Lease Agreement by Frank L. Outlaw, II, or any successor in interest, as Lessor.

(3) That upon release, cancellation or satisfaction of the lien of the Mortgage of Real Estate from the property described on Schedule A, this Subordination Agreement shall automatically be null and void and of no further effect.

This agreement shall be binding upon the undersigned, its successors and assigns.

IN WITNESS WHEREOF, the undersigned, Outlaw Industries, Inc., has caused this Subordination Agreement to be executed and its corporate seal affixed, this the 15th day of September, 1978.

IN THE PRESENCE OF:

Harvey D. Sanders, Jr.
Virginia J. Kelley

OUTLAW INDUSTRIES, INC. (SEAL)

By: William S. Toussaint
William S. Toussaint, President

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF GREENVILLE)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within Outlaw Industries, Inc. by its President, William S. Toussaint, sign, seal and as its act and deed, deliver the within Subordination Agreement and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Virginia J. Kelley

SWORN to before me this

15th day of September, 1978.

Harvey D. Sanders, Jr. (SEAL)
Notary Public for South Carolina
My commission expires: 5/13/80

4328 RV-2