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SUBORDINATION, ATTORMENT AND  
NON-DISTURBANCE AGREEMENT

THIS AGREEMENT is entered into as of July 31st, 1978,  
between the undersigned HAMMOND ELECTRONICS OF CAROLINA, INC.  
("Tenant"), FIRST NATIONAL BANK OF SOUTH CAROLINA ("Lender"),  
and LOWNDES HILL REALTY COMPANY ("Borrower").

RECITALS

A. Tenant is the Lessee under the Lease described in  
Exhibit "A" hereto (the "Lease").

B. Borrower, as Lessor under the Lease, has requested  
Lender to make to Borrower a mortgage loan to be secured by a  
mortgage or deed of trust from Borrower to Lender (the  
"Mortgage"), covering the property wherein the premises covered  
by the Lease are located.

C. Lender is willing to make the requested mortgage  
loan, provided Tenant executes this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual  
covenants and agreements herein contained, and in order to induce  
Lender to make the requested mortgage loan, Tenant, Lender and  
Borrower hereby agree and covenant as follows:

1. The Lease and all rights of Lessee thereunder are  
and shall at all times continue to be subject and subordinate in  
all respects to the terms and provisions of the Mortgage and to  
all renewals, modifications and extensions thereof, subject to  
the terms and conditions hereinafter set forth in this Agreement.

2. So long as Tenant is not in default (beyond any  
period given Tenant to cure such default) in the payment of rent  
or additional rent or in the performance of any of the other  
terms, covenants or conditions of the Lease on Tenant's part to  
be performed, Tenant's possession under the Lease, or under any  
extensions or renewals thereof which may be effected in accordance

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