STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

NON-DISTURBANCE, ATTORNMENT AND SLEY SUBORDINATION AGREEMENT

THIS AGREEMENT made and entered into this 18 day of April 1980,

WHEREAS, T.M.F. Company [also known as T.M.F. Company, Ltd.], a South Carolina Limited Partnership (hereinafter referred to as Lessor), and T.H.E. Company, d/b/a LDBrinkman/Southeast (hereinafter referred to as Lessee), entered into a Lease dated May 4, 1979, covering a portion of the premises described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the Lease); and

WHEREAS, the Lessor has obtained a mortgage loan from New England
Mutual Life Insurance Company (hereinafter referred to as the Lender),
secured by a mortgage encumbering the premises described on Exhibit A; and

WHEREAS, the Lessee has agreed to subordinate its interest in the aforesaid Lease to the interest of the Lender under the aforesaid mortgage and the Lender has agreed to recognize the rights of the Lessee under the Lease;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the sum of One and No/100 (\$1.00) Dollar, each paid to the other, the parties hereto enter into the following agreement:

So long as no default exists, nor any event has occurred, which has continued to exist for such period of time (after notice, if any, required by the Lease) as would entitle the Lessor under the Lease to terminate the Lease or would cause, without any further action of such Lessor, the termination of the Lease or would entitle such Lessor to dispossess the Lessee thereunder, the Lease shall not be terminated, nor shall the Lessee's use, possession or enjoyment of the Leased Premises be interfered with, nor shall the leasehold estate granted by the Lease be affected in any other manner, in any foreclosure or any action or proceeding instituted under or in connection with the Mortgage or in case the Lender takes possession of the Premises pursuant to any provisions of the Mortgage unless such Lessor would have had such right if the Mortgage had not been made, except that the person acquiring the interest of the Lessor as a result of any such action or proceeding, his successors and assigns (herein called "the Purchaser")

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