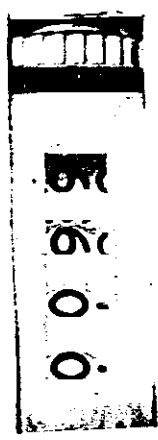


BEGINNING at iron pin on N.E. R/W of Laurens Road and thence N. 36-26-30 E. 227.5' to iron pin, thence S. 42-45 E. 172.4' to iron pin on N.W. R/W of Simmons Avenue, thence along said R/W S. 47-15 W. 243.6' to iron pin at intersection with R/W of Laurens Road, thence along said R/W N. 87-43-30 W. 8.76' to iron pin on said R/W, thence continuing along said R/W N. 30-43 W. 126.3' to the BEGINNING.

2. All rights herein are subordinated to the first mortgage lien of Lender with exception that said subordination is qualified by the following nondisturbance covenants made herein by the Lender to Tenant, its successors and assigns, to-wit:

(a) So long as the Tenant is not in default in the payment of rent or additional rent or in the performance of any of the terms of the Lease, the Tenant's possession of the leased property and the Tenant's rights and privileges under the Lease or any renewal thereof shall not be diminished or interfered with by the Mortgagee.

(b) In the event the mortgage is foreclosed for any reason, and the Mortgagee succeeds to the interest of the Landlord under the Lease, the Tenant shall be bound to the Mortgagee under all of the terms of the Lease for the balance of the term thereof remaining with the same force and effect as if the Mortgagee were the landlord under the Lease, and the Tenant hereby attorns to the Mortgagee as its landlord, such attornment to be effective and self-operative, without the execution of any further instrument on the part of either of the parties hereto, immediately upon the Mortgagee succeeding to the interest of the landlord under the Lease. Notwithstanding anything herein to the contrary, the Tenant shall be under no obligation to pay rent to the Mortgagee until the Tenant receives written notice from the Mortgagee that it has succeeded to the interest of the landlord under the Lease. The respective rights and obligations of the Tenant and the Mortgagee upon such attornment shall, to the extent of the then remaining balance of the term of the Lease, be the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.



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