

STATE OF South Carolina:
COUNTY OF Greenville:
FILED
GREENVILLE CO. S. C.
NOV 11 2 35 PM '80
DONNIE B. TANKERSLEY
R.M.C.

BOOK 1137 PAGE 195

SUBORDINATION, ATTORNMENT AND ESTOPPEL AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND ESTOPPEL AGREEMENT, made and entered into this 17th day of October, 1980, by and between HYATT GREENVILLE CORPORATION, having a mailing address at 9700 West Bryn Mawr Avenue, Rosemont, Illinois 60068 (hereinafter referred to as "Mortgagor"), CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, having a mailing address at 231 LaSalle Street, Chicago, Illinois 60604 (hereinafter referred to as "Mortgagee"), and by INTERNATIONAL BUSINESS MACHINES CORPORATION, having a mailing address at 1000 Westchester Avenue, White Plains, New York 10604, Attention: Division Counsel, Real Estate and Construction Division (hereinafter referred to as "Tenant");

W I T N E S S E S :

WHEREAS, Tenant and GREENVILLE COMMUNITY CORPORATION have entered into and executed a certain Lease dated December 15, 1978 (hereinafter referred to as the "Lease"), pursuant to which Tenant is presently occupying space in certain improvements known as Greenville Commons, Greenville, South Carolina located on the real property described in Exhibit "A" attached hereto (said real property and improvements being hereinafter referred to as the "Premises"); and

WHEREAS, GREENVILLE COMMUNITY CORPORATION has transferred and assigned all of its right, title and interest as Landlord in and to said Lease to Mortgagor; and

WHEREAS, Mortgagee has made or is about to make a loan (hereinafter the "Loan") to Mortgagor, in connection with which Mortgagor has delivered or is about to deliver to Mortgagee (1) a Mortgage and Security Agreement (hereinafter the "Mortgage"), conveying security title to the Premises to Mortgagee, and (2) as Assignment of Leases in favor of Mortgagee, conditionally assigning Landlord's interest in all existing and future leases; and

WHEREAS, Mortgagee and Tenant are desirous of making provision for certain contingencies as hereinafter set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the above premises, the sum of ONE DOLLAR (\$1.00) in hand paid by Mortgagee to Tenant, the mutual benefits flowing, and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged by each of the parties hereto, it is hereby warranted, represented and agreed as follows:

1. The Lease shall be and is hereby made subject to and subordinate to the Mortgage.
2. Tenant does hereby warrant and represent to Mortgagee as follows:

Said Lease is in full force and effect, subject only to Landlord's timely completion of the work to be done by the Landlord under the terms of the Lease.

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