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STATE OF SOUTH CAROLINA
COUNTIES OF GREENVILLE,
ANDERSON and SPARTANBURG

TRIPPLICATE ORIGINAL SUBORDINATION
AND NON-DISTURBANCE AGREEMENT

RECORDS

THIS AGREEMENT made as of this 30th day of September, 1983, by and between JHC ENTERPRISES, INC., a North Carolina Corporation (hereinafter called "Tenant") and OLD COURT SAVINGS AND LOAN, INC. (hereinafter called "Old Court").

WHEREAS, by Lease dated as of September 30, 1983 (hereinafter called the "Lease"), JIF Partnership, a Maryland General Partnership (hereinafter called "Landlord") has leased to Tenant and Tenant has rented from Landlord all those five tracts of land in the Counties of Greenville, Anderson and Spartanburg, and State of South Carolina, more particularly described on Exhibit "A" attached hereto, a Memorandum of said Lease being recorded in Deed Book 1198 at page 790 in the RMC Office for Greenville County, in Deed Book 20-C at page 535 in the Office of the Clerk of Court for Anderson County, and in Deed Book 49Y at page 343 in the RMC Office for Spartanburg County. re-recorded in Deed Book 492 at

WHEREAS, Old Court is the holder of a Triplicate Original page 587 Mortgage of Leasehold Estate and Security Agreement dated as of September 30, 1983, executed by JIF Partnership and recorded in Mortgage Book 1631 at page 416 in the RMC Office for Greenville County, in Mortgage Book 618 at page 870 in the Office of the Clerk of Court for Anderson County, and in Mortgage Book 1058 at page 646/* in the RMC Office for Spartanburg County, which constitutes a lien against the leasehold interest in the premises; and *re-recorded in Mortgage Book 1061 at page 560

WHEREAS, Old Court is the holder of a Duplicate Original Mortgage of Real Estate and Security Agreement dated as of September 30, 1983, executed by Joy Partnership and recorded in Mortgage Book 1631 at page 402 in the RMC Office for Greenville County, and in Mortgage Book 618 at page 869 in the Office of the Clerk of Court for Anderson County, which constitutes a lien against those three tracts of land in the Counties of Greenville and Anderson described on Exhibit "A", pages 1, 2 and 3.

WHEREAS, Tenant desires that Old Court recognize Tenant's rights under the lease in the event of foreclosure of either of Old Court's liens, and Tenant is willing to agree to attorn to the purchaser at such foreclosure if Old Court will recognize Tenant's right of possession under the Lease.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt whereof is acknowledged, and for and in consideration of their respective covenants herein made, the parties agree as follows:

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(CONTINUED ON NEXT PAGE)

RECORDS