

GREENVILLE CO. S. C.

APR 8 1 04 PM '70
OLLIE FARNSWORTH
R. H. C.

RECORDING FEE
PAID \$ 200

BOOK 1152 PAGE 225

STATE OF SOUTH CAROLINA)
 : SUBORDINATION AGREEMENT
COUNTY OF GREENVILLE)

WHEREAS, Hess Oil and Chemical Corporation (Amerada Hess Corporation, successor by merger), heretofore entered into a lease agreement with Triam Corporation, of Greenville, South Carolina, on 13 March 1969, which said lease provided among other things that such lease would be subject to and subordinate only to the lien of any mortgage or other security intent made and recorded after the "Commencement Date", and

WHEREAS, Triam Corporation, executed and delivered unto Aiken Loan & Security Company its certain real estate note and mortgage, dated 26 September 1969, recorded 29 September 1969, in the RMC Office for Greenville County, S. C., in Mortgage Book 1138, at Pages 67, et seq., which said mortgage was prior to the "Commencement Date" of the Hess-Triam lease, and

WHEREAS, Aiken Loan & Security Company is now requesting Hess Oil and Chemical Corporation (Amerada Hess Corporation, successor by merger), to subordinate its lease to the lien of the above mentioned mortgage on the terms and conditions set forth in the lease,

WITNESSETH:

That Amerada Hess Corporation, hereinafter referred to as Tenant, hereby subordinates its rights under that lease entered into between Hess Oil and Chemical Corporation and Triam Corporation on 13 March 1969, to the lien of that mortgage from Triam Corporation to Aiken Loan & Security Company, recorded 29 September 1969, in the RMC Office for Greenville County, S. C., in Mortgage Book 1138, at Pages 67, et seq., such subordination being on the following conditions and provisions:

(a) That the aggregate amount of the sums which Lessor or other owners of the premises shall be required to pay pursuant to the provisions of all such mortgages and/or security interests affecting the premises in any lease year for interest, amortization and other expenses and charges shall not exceed the amount of the fixed rentals payable hereunder by Tenant for such lease year; and

(Continued on Next Page)

SIDNEY L. JAY ATTORNEY AT LAW GREENVILLE, S. C.

These subordinates is recorded in Book 1152 Page 225. Aiken Loan & Security, 870 Page 517. Sidney L. Jay, Att.