

GREENVILLE CO. S. C.

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ATTORNMEN T AGREEMENT

OLLIE FARNSWORTH  
R. M. C.

THIS AGREEMENT, made in quadruplicate, this 21st day of October, 1968,  
by and between FURMAN UNIVERSITY (a South Carolina Eleemosynary Corporation (~~XXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXXXXXX~~))  
hereinafter called the "Owner" and Boonville Shopping Center, Inc.  
hereinafter called the "Lessee" and F. W. WOOLWORTH CO. (a New York Corporation), hereinafter  
called "Woolco".

W I T N E S S E T H:

WHEREAS, the Owner by lease dated July 19, 1968 (hereinafter called "Over-  
lease") and recorded in the R.M.C. Office for Greenville County, S. C. in leased  
to the Lessee a parcel of land (hereinafter called "Overlease premises"), together with the  
improvements thereon, located in Greenville, Greenville County, South Carolina and  
more particularly described in Schedule I hereof for a term of thirty (30) years,  
commencing with July 19, 1968 and ending July 19, 1998; and

WHEREAS, the Owner is the owner in fee of the Overlease premises together with the  
lessor's interest in the Overlease and has full authority to execute and deliver this Agree-  
ment; and

WHEREAS, the Overlease has been at all times since its commencement date, and now  
is, in full force and effect and no default has occurred, either in the payment of rent or  
in the performance of any other covenant of the Lessee thereunder; and

WHEREAS, the Lessee is about to execute and deliver to Woolco a Sublease dated  
March 4, 1968 (herein called the "Sublease") of a part or all of the Overlease  
premises (being more particularly described in said Sublease) for a term to commence upon  
the delivery of possession, as in said Sublease provided, and to expire on January 3, 1990,  
unless sooner terminated or extended as therein provided; and

WHEREAS, a copy of the said Sublease has been exhibited to the Owner and the Owner  
is willing to consent to said Sublease, and to approve the terms, covenants and conditions  
thereof, and the Owner, Lessee and Woolco are willing to agree that the Sublease shall re-  
main in effect in the event the Overlease expires or comes to an end.

NOW, THEREFORE, in consideration of the premises and in order to induce Woolco to  
enter into the Sublease, the parties hereto mutually covenant and agree as follows:

(Continued on next page)