

GREENVILLE CO. S.C.

JUL 25 12 06 PM '73

DONNIE S. TANKERSLEY
R.M.C.

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NON-DISTURBANCE AND ATTORNMENT AGREEMENT

as of the
THIS AGREEMENT, made ~~this~~ 1st day of March,
1973, by and between THE SPERRY AND HUTCHINSON COMPANY, a New Jersey corpora-
tion, (hereinafter called the "Tenant") and INTERSTATE LIFE & ACCIDENT INSURANCE
COMPANY, a Tennessee corporation, (hereinafter called "Interstate").

WHEREAS, by Lease dated as of February 28, 1973, (here-
inafter called the "Lease"), L. A. Moseley and The Peoples National Bank of
Greenville, South Carolina, executor of the estate of John T. Douglas, deceased,
(hereinafter called the "landlord") has leased to Tenant and Tenant has rented
from Landlord all those certain premises in the City of Greenville, State of
South Carolina, more particularly described as follows:

ALL that lot of land with the buildings to be constructed
thereon, situate on the Northwest side of S. C. Highway 291
in the City of Greenville, in Greenville County, South
Carolina, and having, according to a survey made June 10,
1969, revised October 21, 1969, by Campbell & Clarkson
Surveyors, Inc., the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwest side of S. C.
Highway 291, said pin being 1289.1 feet in a Southwesterly
direction from the point where the Northwest side of S.C.
Highway 291 intersects with the Southwest side of Legrand
Boulevard, and runs thence along the Southwest side of
S. C. Highway 291, S. 26-04 W. 150 feet to an iron pin;
thence N. 63-56 W. 287.8 feet to an iron pin; thence
N. 28-20 E. 150.1 feet to an iron pin; thence S. 63-56 E.
281.65 feet to an iron pin on the Northwest side of S.C.
Highway 291, the beginning corner.

(hereinafter called the "Premises") for the term of Two years + 1 month
years beginning March 1, 1973, and ending on March 31
1975.

WHEREAS, Interstate is the holder of a Mortgage dated January 21, 1970,
and recorded in RMC Office for Greenville County, South Carolina in Deed
Book 1146 Page 509 (#16445), executed by Butler Corporation of Anderson, Inc.,
L. A. Moseley and John T. Douglas and given to Wachovia Bank and Trust Company,
N.A. of Winston-Salem, North Carolina (hereinafter referred to as "Wachovia."
Wachovia assigned said Mortgage to Interstate Life & Accident Insurance Company
on May 6, 1970, which Mortgage constitutes a lien against the premises; and

WHEREAS, Tenant desires that Interstate recognize Tenant's rights under
the Lease in the event of foreclosure of Interstate's liens and Tenant is will-
ing to agree to attorn to the purchaser at such foreclosure if Interstate will
recognize Tenant's rights under the Lease.

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

1. Interstate, for itself, its successors and assigns agrees with Tenant
that so long as Tenant, its successors and assigns are not in default of any of
the terms, covenants and conditions on the part of the Tenant to be performed
and observed under the Lease as would permit Landlord to re-enter and terminate
the Lease, Tenant and its successors and assigns shall be entitled to remain in
possession of the premises and enjoy all of the rights and privileges granted
to Tenant under the Lease (as amended) for the original term and any renewals
thereof.

2. Tenant agrees with Interstate, its successors and assigns that in the
event of a foreclosure sale of the premises under Interstate's lien, Tenant
shall promptly attorn to the purchaser at the foreclosure sale under all of the
terms, covenants and conditions of the Lease for the balance of the then current
term.

3. All of the terms, covenants and conditions hereof shall run with the
land and shall be binding upon and inure to the benefit of the parties hereto
and their respective successors and assigns.

*also known as LEHMAN A. MOSELEY, SR. (Continued on next page)