ATTORNMENT. AGREEMENT

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THIS AGREEMENT, made in quadruplicate, this 19th day of August, 1965,
by and between
hereinafter called the "Owner" and BELL TOWER LIMITED PARTNERSHIP Limited Partnership
hereinafter called the "Lessee" and F. W. WOOLWORTH CO. (a New York Corporation), hereinafter
called "Woolco".

## WITNESSETH:

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WHEREAS, the Owner by lease dated // 1905 / 19,1965 (hereinafter called "Over a short form of which is	r-
lease") and/recorded inlease	ed
to the Lessee a parcel of land (hereinafter called "Overlease premises"), together with the	е
improvements thereon, located in <u>Greenville, Greenville County, South Carolina</u> and	
more particularly described in Schedule I hereof for a term of year	•
commencing with <u>August 19,1965</u> and ending <u>March 1, 2011</u> , including ar automatic extension period; and	1

WEREAS, 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 Agreement; 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

or for August 1945 (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 31, 1983, which is some terminated or extended as therein provided; and

WHEREAS, a copy of the said Sublease has been exhibited to the Owner and the Owner of the Owner and the Owner of the Sublease, and to approve the terms, covenants and conditions thereof, and the Owner, Lessee and Woolco are willing to agree that the Sublease shall remain 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)