

any prior lessor; or (v) bound by any amendment or modification of the Lease made without Mortgagee's consent.

5. Purchaser's liability under the Lease to Lessee shall be only in privity of estate and not otherwise.

6. This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns, and may be altered only by written instrument executed by each of the parties hereto or their successors or assigns.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed on the dates set forth below the name of each party, to be effective as of the date first above written.

IN THE PRESENCE OF:

David H. Watkins
Debra A. Hill

PIEDMONT CLARKLIFT, INC. - Lessee

BY: Robert W. Griffith
President

DATED: July 26, 1979

IN THE PRESENCE OF:

Paul E. Bids
William B. Drencher

THE NATIONAL LIFE AND ACCIDENT
INSURANCE COMPANY - Mortgagee

BY: Roy Norman Ray
ROY NORMAN RAY, Asst. Vice President (Name)
(Title)

DATED: 7/26/79

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF GREENVILLE)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named PIEDMONT CLARKLIFT, INC., by its duly authorized officer, sign, seal and as its act and deed, deliver the within written agreement and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

David H. Watkins

SWORN TO BEFORE ME THIS
26th DAY OF July, 1979.

Debra A. Hill
Notary Public for South Carolina
My commission expires: 1/30/84

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