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STATE OF SOUTH CAROLINA)
COUNTIES OF GREENVILLE)
AND ANDERSON) NON-DISTURBANCE AND
ATTORNMEN T AGREEMENT

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THIS AGREEMENT made as of this 30th day of September, 1983, by and between JOY PARTNERSHIP, a Maryland General Partnership ("Owner"), JIF PARTNERSHIP, a Maryland General Partnership ("Tenant"), and JHC ENTERPRISES, INC., a North Carolina Corporation ("Subtenant").

WHEREAS, Owner, by lease dated as of September 30, 1983 (the "underlying lease"), leased to Tenant three (3) parcels of real property located in the Counties of Anderson and Greenville, State of South Carolina, being more particularly described in Exhibit "A" attached hereto, a copy of said lease being attached hereto as Exhibit "B"; and

WHEREAS, Owner is the owner in fee of the property described in Exhibit "A" (the "leased premises"), together with the landlord's interest in the underlying lease, and has full authority to execute and deliver this agreement; and

WHEREAS, the underlying lease is now in full force and effect and no default has occurred either in the payment of rent or in the performance of any other covenants of the Tenant thereunder; and

WHEREAS, Tenant has executed and delivered to Subtenant a sublease dated as of the 30th day of September, 1983 (the "sublease") covering the leased premises, a copy of said sublease being attached as Exhibit "C"; and

WHEREAS, a copy of said sublease has been delivered to Owner, and Owner is willing to consent to said sublease and to approve the terms, covenants and conditions thereof, and Owner and Subtenant are willing to agree that the sublease shall remain in effect in the event of a termination of the underlying lease.

NOW, THEREFORE, in consideration of Subtenant entering into said sublease, of the covenants and conditions hereinafter set forth, and other good and valuable consideration received by each of the parties hereto from the other, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. Owner covenants and warrants that it is the owner in fee simple of the premises covered by said underlying lease and said sublease, and Owner further covenants and warrants that it is the sole owner of all the interest of the lessor named in said underlying lease, and that said underlying lease is in good standing and in full force and effect and that the interests

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