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NON-DISTURBANCE AND ATTORNMENT AGREEMENT

AGREEMENT made this 30th day of April, 1980 by and among INSURANCE PROPERTIES, LTD., an Alabama limited partnership ("Landlord"); MMI GROUP, INC., a Nevada corporation ("Tenant"), having its principal place of business in Pelham, Alabama; and INTERSTATE LIFE & ACCIDENT INSURANCE COMPANY, a Tennessee corporation ("Holder"), having its principal place of business at 540 McCallie Avenue, Chattanooga, Tennessee

W I T N E S S E T H:

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Shelby Cnty Judge of Probate, AL
05/06/1980 12:00:00 AM FILED/CERT

WHEREAS, Landlord is lessor and Tenant is lessee under that certain Lease Agreement dated as of April 14, 1980 which covers the real estate described in Exhibit A hereto attached and made a part hereof and all improvements now or hereafter located thereon, including an office building; and

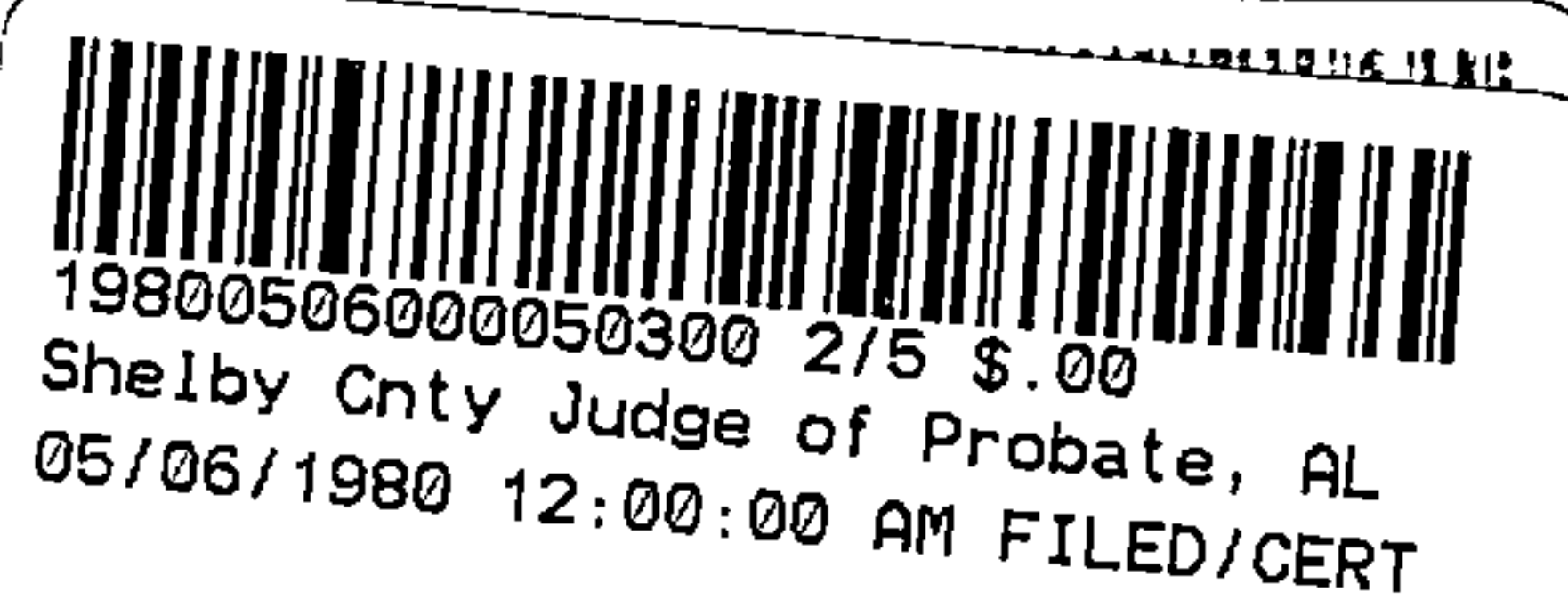
WHEREAS, the Holder has accepted the assignment from Tenant of a Mortgage and Security Agreement, herein together with any modifications, consolidations, extensions, increases or renewals thereof being referred to as the "Mortgage", executed and delivered by the Landlord to the Tenant, dated as of January 18, 1980, and recorded in Book 400, page 850, in the Office of the Judge of Probate of Shelby County, Alabama, securing a loan from Tenant to Landlord and covering the premises described above; and

WHEREAS, the Mortgage has been purchased by, and assigned and conveyed to, Holder on this date and Holder is now requiring for the mutual benefit and protection of all the parties hereto, and as additional consideration for the purchase by Holder of said Mortgage and the debt secured thereby, that this agreement be executed and delivered.

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

1. The Lease referred to above is in full force and effect in accordance with its terms as modified hereby.

2. Neither the Landlord nor the Tenant will, without the prior written consent of the Holder of the Mortgage: (i) modify the Lease or any extensions or renewals thereof in such a way as to reduce the rent, accelerate rent payments, or shorten the original term thereof,



(ii) terminate the Lease except as provided by its terms, (iii) tender or accept a surrender of the Lease or a prepayment in excess of one month's rent thereunder, or (iv) subordinate or permit subordination of the Lease to any lien subordinate to the Mortgage, and any such purported action without such consent shall be void as against the Holder of the Mortgage.

3. Any notice required to be given by the Tenant to the Landlord shall be given also to the Holder of the Mortgage provided such holder (other than the Holder herein named) shall have notified the Tenant in writing of its name and address and any right of the Tenant dependent upon notice shall take effect only after notice so given. Any notice required to be given to Tenant by Landlord shall also be given to the Holder in the same manner. Tenant agrees that acceptance of this Agreement shall constitute sufficient notice of the name and address of the Holder named herein.

4. Tenant agrees that it will not terminate the Lease or withhold any rentals due thereunder because of Landlord's default in the performance of the terms and conditions of said Lease until Tenant has first given written notice of the nature of said default as herein stipulated to Landlord and to the Holder of the Mortgage (provided Tenant has been first notified in writing of the name and address of the Holder of said Mortgage) by certified mail, return receipt requested, specifying the nature of the default by Landlord and allowing Landlord and said Holder, or either of them, thirty (30) days after the receipt of said notice to cure such default, and a reasonable period of time, in addition thereto if circumstances are such that said default cannot be reasonably cured within said thirty (30) day period. However, Tenant's rights to make emergency repairs on behalf of Landlord shall not in any event be deemed waived by the provisions of this paragraph.

5. Provided that Tenant shall not be in default under the Lease, the right of possession of Tenant to the leased premises and Tenant's rights arising out of the Lease shall not be affected or disturbed by the Holder, or any other holder of the Mortgage, in the exercise of any of their rights under the Mortgage, or the note secured thereby; nor shall Tenant be named as a party defendant in any foreclosure of the lien of the Mortgage nor in any other way be deprived of its rights

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BOOK

under the Lease. Also, in the event that the Holder or any other person acquires title to the leased premises pursuant to the exercise of any remedy provided for in the Mortgage, the Lease shall not be terminated or affected by the foreclosure or sale or any other proceeding and the Holder hereby covenants that any sale of the leased premises pursuant to the exercise of any rights and remedies under the Mortgage, or otherwise, shall be made subject to the Lease and the rights of the Tenant thereunder. The Tenant will attorn to the Holder or any other holder of the Mortgage who has acquired the premises through foreclosure or otherwise. This provision shall be self-operative but the Tenant agrees to execute and deliver any additional instruments required to evidence such attornment.

6. The Tenant has furnished the Landlord and the Holder of the Mortgage with an estoppel certificate stating that the Tenant has accepted said premises, is in possession of same, is paying rent and knows of no offsets or defenses against the Landlord, except as set forth in said estoppel certificate.

7. This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their successors and assigns.

IN WITNESS WHEREOF, this Agreement has been duly executed in three counterparts, each of which shall be deemed an original, on the date first above written.

WITNESS:

Margaret Newman

ATTEST:

Asst Secretary

ATTEST:

Henry W. Evans
Secretary

LANDLORD:
INSURANCE PROPERTIES, LTD.

By

General Partner

TENANT:

MMI GROUP, INC.

By

Vice-President

HOLDER:

INTERSTATE LIFE & ACCIDENT
INSURANCE COMPANY

By

Vice-President

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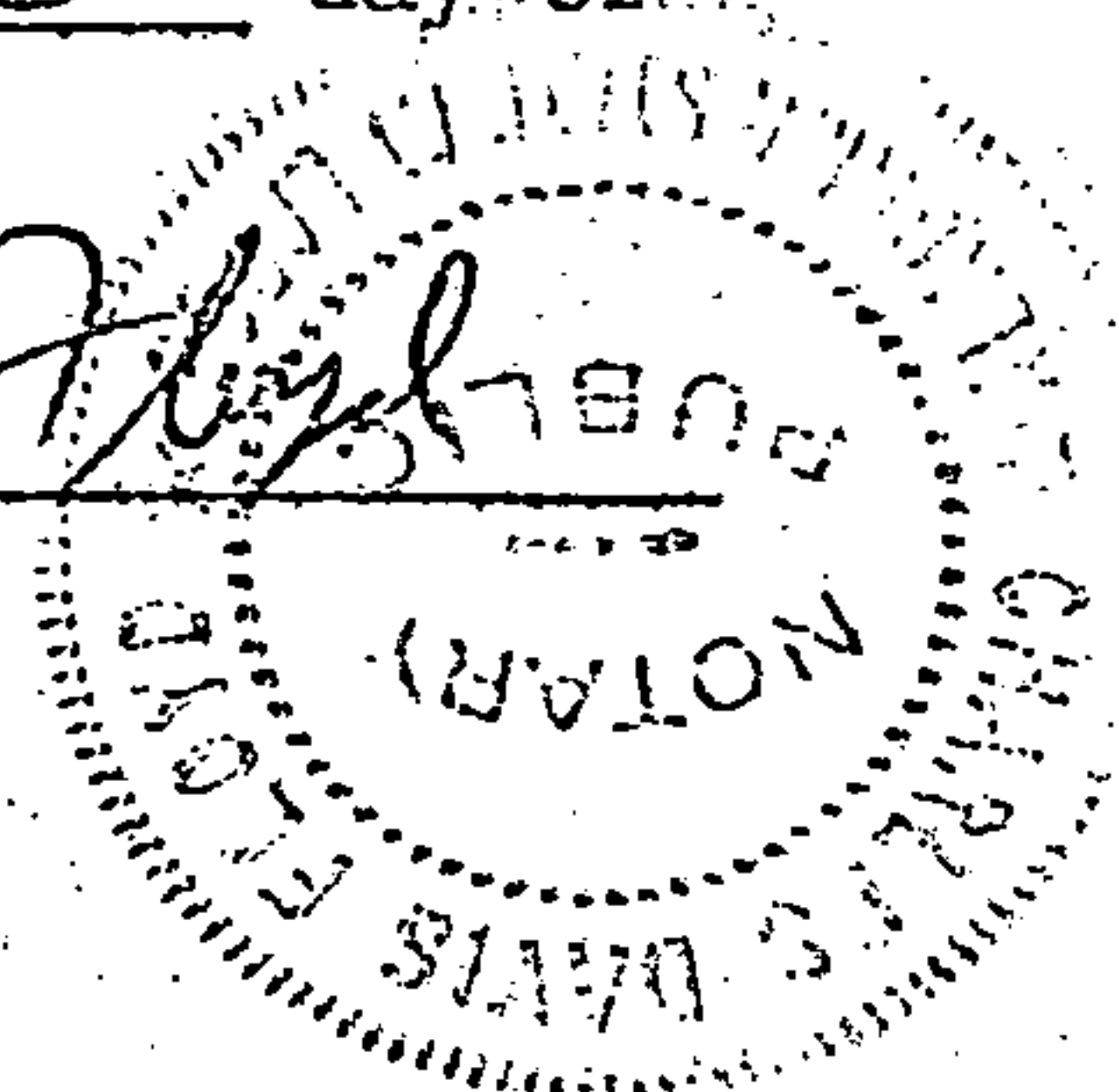
STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said county in said state, hereby certify that K. L. Williams, whose name is signed to the foregoing instrument as a General Partner of Insurance Properties, Ltd., an Alabama limited partnership, and being known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he, as such General Partner and with full authority, executed the same voluntarily for and as the act of said partnership on the day the same bears date.

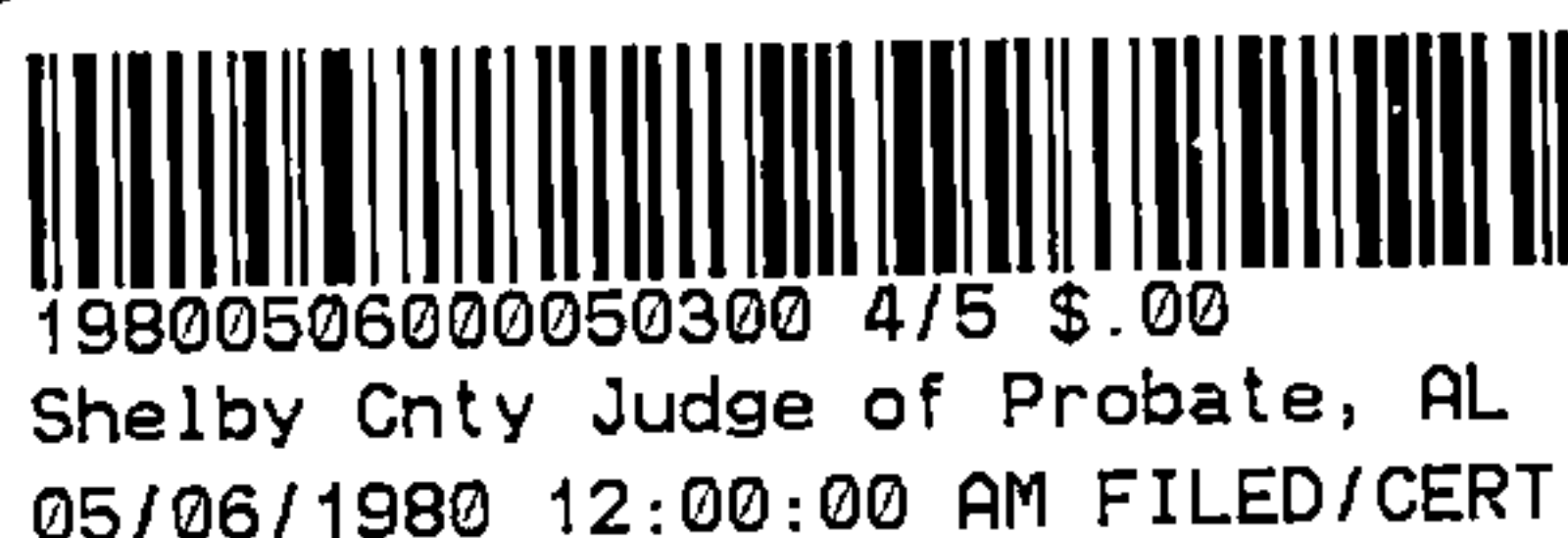
Given under my hand and official seal of office this 30 day of April, 1980.

Charles D. Floyd
Notary Public



STATE OF ALABAMA)

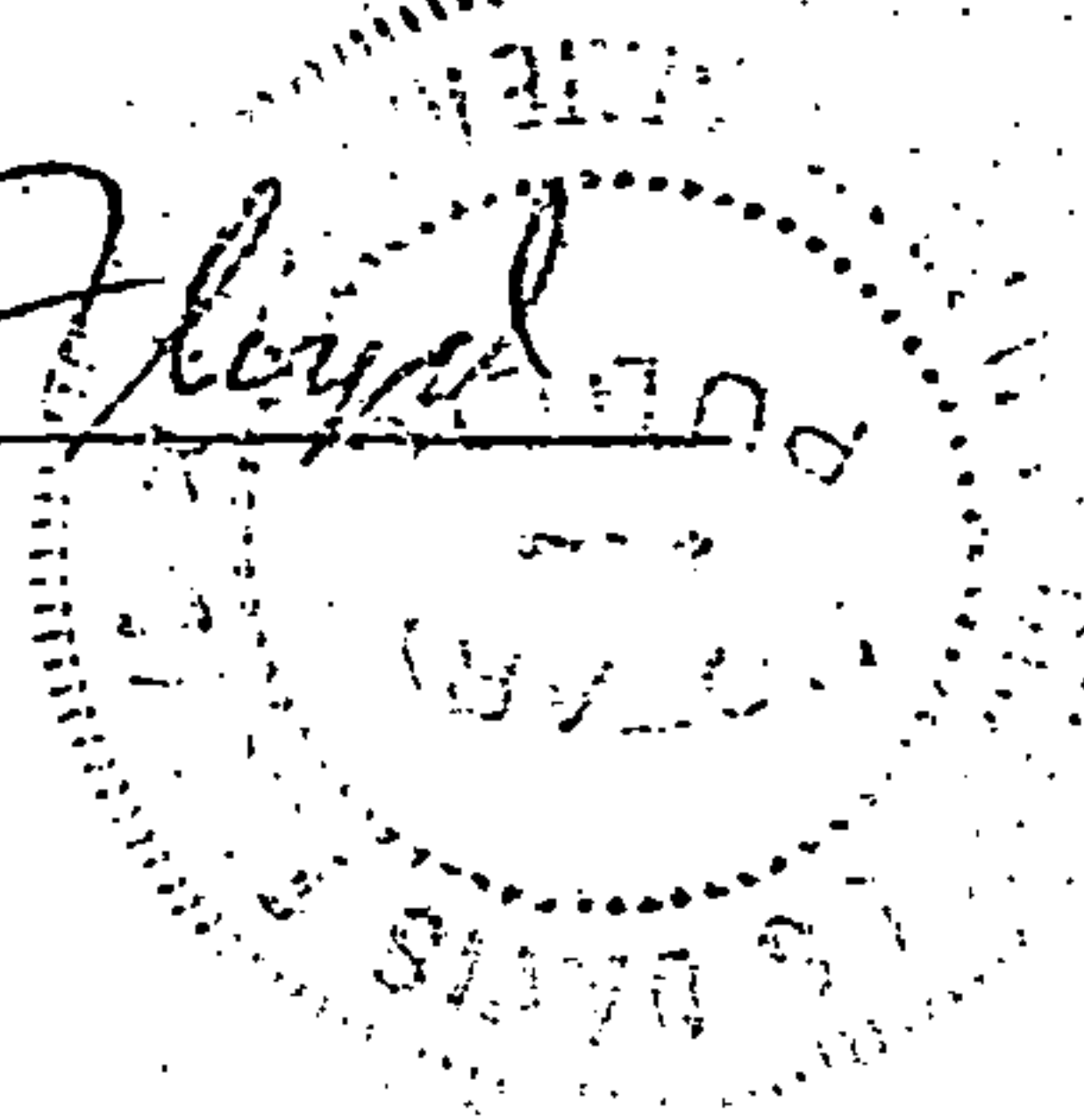
JEFFERSON COUNTY)



I, the undersigned Notary Public in and for said county in said state, hereby certify that Joe Lora, whose name is signed to the foregoing instrument as Vice-President of MMI Group, Inc., a Nevada corporation, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office this 30 day of April, 1980.

Charles D. Floyd
Notary Public



STATE OF Tennessee)

Hamilton COUNTY)

I, the undersigned Notary Public in and for said county in said state, hereby certify that Robert L. Collins, whose name is signed to the foregoing instrument as Vice-President of Interstate Life & Accident Insurance Company, a Tennessee corporation, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears dated.

Given under my hand and official seal of office this 30th day of April, 1980.

William Pearson
Notary Public



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LEGAL DESCRIPTION:

A parcel of land located in the Northwest 1/4 of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of the Northwest 1/4 of said Section 6; thence in a Southerly direction, along the East line of said Northwest 1/4, a distance of 446.20 feet; thence 53 degrees 05 minutes 00 seconds right, in a Southwesterly direction, a distance of 832.0 feet to the Point of Beginning; thence continue along last described course a distance of 200.0 feet; thence 89 degrees 22 minutes 58 seconds left, in a Southeasterly direction, a distance of 222.83 feet to a point on a curve to the left, said curve having a radius of 1825.86 feet and a central angle of 4 degrees 37 minutes 15 seconds; thence 90 degrees 11 minutes 47 seconds left, to tangent of said curve; thence along arc of said curve, in a Northeasterly direction, a distance of 147.25 feet to end of said curve; thence continue in a Northeasterly direction a distance of 55.55 feet; thence 85 degrees 48 minutes 00 seconds left, in a Northwesterly direction, a distance of 213.90 feet to the Point of Beginning.

A parcel of land located in the Northwest 1/4 of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of the Northwest 1/4 of said Section 6; thence in a Southerly direction, along the East line of said Northwest 1/4, a distance of 446.20 feet; thence 53 degrees 05 minutes 00 seconds right, in a Southwesterly direction, a distance of 1032.0 feet to the Point of Beginning; thence continue along last described course a distance of 200.0 feet; thence 90 degrees left, in a Southeasterly direction, a distance of 211.36 feet; thence 84 degrees 57 minutes 30 seconds left, in a Northeasterly direction, a distance of 50.62 feet to the beginning of a curve to the left, said curve having a radius of 1825.86 feet and a central angle of 4 degrees 37 minutes 15 seconds; thence along arc of said curve, in a Northeasterly direction, a distance of 147.25 feet to end of said curve; thence 89 degrees 48 minutes 13 seconds left, from tangent of said curve in a Northwesterly direction, a distance of 222.83 feet to the Point of Beginning.

Subject to:

1. Transmission line permits to Alabama Power Company recorded in Deed Book 101, Page 506, and in Deed Book 112, Page 258, in Shelby County Probate Office.
2. Permit to Postal Telegraph Cable Company dated January 1, 1926, recorded in Deed Book 80, Page 37, in said Probate Office.



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Shelby Cnty Judge of Probate, AL
05/06/1980 12:00:00 AM FILED/CERT

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1980 MAY -6 AM 9:08

James A. Shouder, Jr.
JUDGE OF PROBATE

EXHIBIT A

Rec. 7.50
Ind. 1.00

8.50