

SUBORDINATION, NON-DISTURBANCE
AND ATTORNEY AGREEMENT

THIS AGREEMENT, made this 26TH day of JULY 1979, 1979, by and among GREENVILLE MALL PARTNERS (hereinafter called "Landlord"), CAMELOT MUSIC, INC.

(hereinafter called "Tenant"), and THE PHILADELPHIA SAVING FUND SOCIETY, 12 South 12th Street, Philadelphia, Pennsylvania (hereinafter called "Mortgagee").

WHEREAS, by Lease dated January 10, 1979 (hereinafter called the "Lease"), Landlord (or Landlord's predecessor in interest, First Hartford Realty Corporation) has leased to Tenant and Tenant has rented from Landlord, a portion of all that certain lot or ground in Greenville County, South Carolina, with the buildings and improvements thereon erected, all as more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Premises"); and

WHEREAS, Mortgagee is the holder of a Mortgage dated October 25, 1978, and recorded on October 30, 1978 in the R. M. C. Office for Greenville County, Mortgage Book 1448, p. 575, which Mortgage constitutes a first lien against the Premises (which Mortgage as the same may be modified, supplemented, extended, and/or renewed from time to time hereinafter called the "Mortgage") and is the holder with respect to the Lease of an Assignment of Landlord's interest in the Lease also dated October 25, 1978; and

WHEREAS, Mortgagee desires that the Lease be subordinated to the Mortgage and that Tenant agree to attorn to the purchaser at foreclosure of the Mortgage in the event of such foreclosure or to Mortgagee in the event of collection of the rent by Mortgagee, and Tenant is willing to agree so to attorn if Mortgagee will recognize Tenant's rights under the Lease to the extent hereinafter indicated.

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