

Lease Agreement and any extensions and renewals thereof between Tenant and Landlord.

SECOND: The Mortgagee hereby consents to the release by Landlord and McLeskey-Todd Drug Co. of Greer, South Carolina, Inc., of any portion of the demised premises included in that certain Lease from Eugene W. Bettis to McLeskey-Todd Drug Co. of Greer, South Carolina, Inc., and pledged by Eugene W. Bettis as additional security for the lien held by Mortgagee.

THIRD: In the event of default by Eugene W. Bettis, Landlord, or his heirs and assigns in payment of Mortgagee's lien, Tenant agrees and does hereby attorn to Mortgagee as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto, immediately upon Mortgagee succeeding to the interest of the Landlord under the Lease; provided, however, that Tenant shall be under no obligation to pay rent to Mortgagee until Tenant receives written notice by registered mail, from Mortgagee, that it has succeeded to the interest of the Landlord under the Lease. The respective rights and obligations of Tenant and Mortgagee upon such attornment under the Lease and any extensions and renewals, shall be, and are the same as now set forth therein; it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.

FOURTH: Tenant agrees not to prepay rent to Landlord under the Lease Agreement except as therein contemplated in the event of certain defaults by Landlord or in regard to any sums paid by Tenant for the demolition of existing buildings and credited toward the payment of rents.

FIFTH: The term "Mortgagee" includes anyone who shall have succeeded to Landlord's interest by, through, or under foreclosure of the mortgage, or deed in lieu of such foreclosure, and the term "Tenant" shall be deemed to include any of its successors and assigns, including anyone succeeding to the interest of Tenant. This Agreement shall inure to the benefit and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement

0865

4328 RV-2