

SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made this 25<sup>th</sup> day of October, 1978, by and among GREENVILLE MALL PARTNERS (hereinafter called "Landlord"), PAPERBACK BOOKSMITH FRANCHISES CORP. (Musicsmith) (hereinafter called "Tenant"), and THE PHILADELPHIA SAVING FUND SOCIETY, 12 South 12th Street, Philadelphia, Pennsylvania (hereinafter called "Mortgagee").

WHEREAS, by Lease dated January 25, 1977 (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 of even date herewith and recorded in the R. M. C. Office for Greenville County, 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 of even date herewith; and

WHEREAS, Mortgagee desires that the Lease be subordinated to the Mortgage and that Tenant agree to attorn to

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