

NON-DISTURBANCE, ATTORNEYMENT AND SUBORDINATION AGREEMENT

THIS AGREEMENT, made this 1st day of September, 1984
 by and between and among Primo Discount Drug Centers of South Carolina, Inc. (Tenant),
Pelham Food Company, Inc. ("Landlord") and The South Carolina
 National Bank ("Mortgagee");

WITNESSETH:

WHEREAS, Landlord is the owner and holder of fee simple title in and to certain real property (the "Premises") situated in Greenville County, South Carolina, and described in Exhibit A attached hereto and by this reference made a part thereof; and

WHEREAS, Landlord and Tenant have entered into an Agreement of Lease dated 10 April, 1984 (and an amendment thereto dated _____) (collectively the "Lease") demising a part of the Premises (the "Leased Premises"); and

WHEREAS, Landlord has made, executed and delivered to Mortgagee one certain Note (the "Note") dated September, 1984, in the principal amount of Two Million and no/100 Dollars (\$ 2,000,000.00) secured by a Mortgage and Security Agreement (the "Mortgage") of the Premises of even date with the Note, which Mortgage was filed for record in the office of the R.M.C. of Greenville County, South Carolina ("Office") in Book No. 1685, Page No. 377 prior to the recording of this Agreement; and

WHEREAS, the Note is additionally secured by an Assignment of Rents and Leases (the "Assignment"), filed for record in the aforesaid Office prior to the recording of this Agreement, wherein the Lease was assigned by Landlord to Mortgagee; and

WHEREAS, Mortgagee is at the date hereof the owner and holder of the Note secured by the Mortgage and Assignment.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Tenant, Landlord, and Mortgagee, intending to be legally bound hereby, covenant and agree as follows:

1. Provided Tenant is not in default in the payment of rent, taxes, utility charges or other sums payable by Tenant under the terms of the Lease or under any other provision of the Lease, and Tenant is then in possession of the Leased Premises:

(a) The right of possession of Tenant to the Leased Premises shall not be affected or disturbed by Mortgagee in the exercise or any of its rights and remedies under the Note, the Mortgage, or the Assignment; and

(b) In the event Mortgagee obtains title to the Leased Premises through foreclosure or deed in lieu of foreclosure under the Mortgage, Tenant agrees to continue occupancy of the Leased Premises under the same terms and conditions of the Lease and will attorn to the Mortgagee, its successors and assigns, to the same extent and with the same force as if Mortgagee were the Landlord under the Lease.

2. Mortgagee shall be entitled, but not obligated, to exercise the claims, rights, powers, privileges, option and remedies of the Landlord under the Lease and shall be further entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by Tenant under the Lease as though Mortgagee were named therein as Lessor. Mortgagee shall not, by virtue of the Assignment or this Agreement, be or become subject to any liability or obligation to Tenant under the Lease or otherwise, until Mortgagee shall have obtained title to the Leased Premises, by foreclosure or otherwise, and then only to the extent of liabilities or obligations accruing subsequent to the date that Mortgagee has obtained title to the Leased Premises.

3. Tenant shall not pay an installment of rent or any part thereof more than thirty (30) days prior to the due date of such installment, and Mortgagee shall not be bound by and shall be entitled to recover from Tenant, as rent under the Lease any payment of rent or additional rent made by Tenant to Landlord for more than one month in advance or by any amendment or modification of the Lease, made without the written consent of Mortgagee.

4. After notice is given to Tenant by Mortgagee, pursuant to the Assignment, that the rentals under the Lease should be paid to Mortgagee, Tenant shall pay to Mortgagee, or in accordance with the directions of