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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LEGACY LAND TITLE
BY: LDT, DEPUTY - WJ 4 P.

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REV:mfb:5/27/03

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT

AGREEMENT ("Agreement") is made as of the 28th day of July, 2003, between THRIFTY PAYLESS, INC., P.O. Box 3165, Harrisburg, PA 17105 ("Tenant") and PROTECTIVE LIFE INSURANCE COMPANY having an address at P.O. Box 2606, Birmingham, AL 35202, Attention: Investment Department ("Lender").

22-27-201-001
22-27-201-002
22-27-201-003
22-27-201-004
22-27-201-005
22-27-201-006
22-27-201-007
22-27-201-008

WHEREAS, Tenant and Hillside Plaza, Ltd., successor-in-interest to Hillside Plaza Associates, a partnership ("Landlord") have entered into a Lease dated May 6, 1974, as amended by First Amendment to Lease Agreement dated January 29, 1975, and Second Amendment to Lease dated April 19, 1976 (as amended and collectively the "Lease") covering all of certain premises situated at 2378 East 7000 South, Salt Lake City, Utah, as set forth in the Lease (the "Premises"); and

WHEREAS, Lender has made or is about to make a loan to Landlord secured by a mortgage covering the Premises demised under the Lease (the "Mortgage") and intended to be recorded in the public records; and

WHEREAS, Tenant has agreed that its rights in and pursuant to the Lease are and shall be subordinate to the Mortgage, provided Lender executes and delivers to Tenant a Non-Disturbance Agreement, which Lender is willing to provide on condition that Tenant agrees to attorn to Lender;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed:

1. Subordination. The Lease is and shall be subject and subordinate to the Mortgage insofar as it affects the Demised Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to all future advances made thereunder.
2. Non-Disturbance Agreement. As long as Tenant is not in default beyond any applicable grace period in the payment of rent, additional rent or other charges or in the performance of any of the other terms or conditions of the Lease, Tenant's rights under the Lease and its possession of the Premises will not be interfered with or disturbed by Lender during the term of the Lease (including any renewal or extension term) following acquisition of title to the Property (a) by Lender or the purchaser at a foreclosure sale pursuant to any action or proceeding to foreclose the Mortgage, or (b) by Lender pursuant to acceptance of a deed in lieu of foreclosure (in either case, a "Transfer of Ownership").
3. Attornment Agreement. If a Transfer of Ownership occurs, Lender and Tenant will be bound to each other, as landlord and tenant, respectively, under all of the terms and conditions of the Lease for the balance of the term thereof (including any renewal or extension term), and Tenant hereby attorns to Lender as its landlord, such attornment to be effective and self-operative, without the execution of any other instruments on the part of either party hereto, immediately upon a Transfer of Ownership. As used in this Article and in the subsequent provisions hereof, whenever the context allows, the term

"Lender" will also include a purchaser of the Property at a foreclosure sale.

4. Lender's Liability. Notwithstanding any other provision of this Agreement, Lender will not be: (a) liable for acts or omissions of any prior landlord (including Landlord) unless such acts or omissions are continuing after attornment or unless otherwise provided by law; (b) subject to offsets or defenses that Tenant might have had against any prior landlord (including Landlord) unless such offsets or defenses are continuing after attornment or unless otherwise provided by law; (c) bound by rent, additional rent or other charges that Tenant might have paid for more than 30 days in advance to any prior landlord (including Landlord) except as provided in the Lease; (d) bound by any amendment or modification of the Lease hereafter made without Lender's prior written consent, which consent will not be unreasonably withheld (except to the extent that the Lease may specifically contemplate any amendment or modification thereof); or (e) responsible for money or other security delivered to Landlord pursuant to the Lease but not subsequently received by Lender.

5. Lender's Right to Cure Default. No notice by Tenant to Landlord of any breach or default by Landlord under the Lease will be effective unless and until (a) a copy of the notice is received by Lender, and (b) a reasonable period of time, if no time period is specified in the Lease, has elapsed following Lender's receipt of such copy, during which period Lender will have the right, but will not be obligated, to cure the breach or default.

6. Notices. To be effective, any notice or other communication given pursuant to this Agreement must be in writing and sent postpaid by United States registered or certified mail with return receipt requested. Rejection or other refusal to accept, or inability to deliver because of changed address of which no notice has been given, will constitute receipt of the notice or other communication.

The agreements contained herein shall bind and inure to the benefit of the successors and assigns in interest of the parties hereto, and, without limitation of the foregoing generality, the agreements of Lender herein shall specifically be binding upon any purchaser or successor of said property at a sale foreclosing said Mortgage or in lieu of such foreclosure.

IN WITNESS WHEREOF, the parties hereof have caused the execution hereof as of the date first above written.

WITNESS OR ATTEST:

Melissa Shultz
Martina Ojeda

Natalie R. Reid
Rebecca T. Carter

TENANT:
THRIFTY PAYLESS, INC.

By: Lisa M. Winnick
Lisa M. Winnick
Authorized Representative

LENDER:
PROTECTIVE LIFE INSURANCE
COMPANY

By: Chad M. Pini

COMMONWEALTH OF PENNSYLVANIA

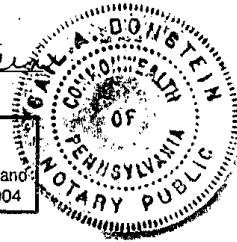
COUNTY OF CUMBERLAND

On the 30th day of May, A.D. 2003, before me, the undersigned authorized representative, personally appeared Lisa M. Winnick, who acknowledged herself to be the Authorized Representative of Thrifty Payless, Inc., a corporation, and that she as such Authorized Representative, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Authorized Representative.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

Gail A. Bonstein
My Commission Expires:

NOTARIAL SEAL
Gail A. Bonstein, Notary Public
East Pennsboro Twp, County of Cumberland
My Commission Expires Mar. 13, 2004

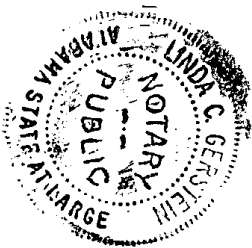


STATE OF Alabama

COUNTY OF Jefferson

On the 28th day of July, A.D. 2003, before me, the undersigned officer, personally appeared Charles M. Prior, who acknowledged ~~him/herself~~ to be the V.P., Investments of Protective Life Insurance Company, a corporation, and that ~~(s)he~~ as such V.P., Investments, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/~~herself~~ as V.P., Investments.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.



Linda C. Gerstein
My Commission Expires:

MY COMMISSION EXPIRES APRIL 2, 2006

EXHIBIT "A"

(Legal Description of Property)

Parcel 1:

Beginning at a point on the East line of 2300 East Street, said point being South 0 deg. 14'40" West 40.01 feet and South 89 deg. 51'30" East 33.00 feet from the North quarter corner of Section 27, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 89 deg. 51'30" East 830.752 feet; thence South 39 deg. 30'00" East 116.859 feet; thence South 39 deg. 10'00" West 243.69 feet; thence South 45 deg. 11'35" West 720.00 feet; thence South 66 deg. 22'30" West 102.47 feet; thence North 89 deg. 45'20" West 150.00 feet to the East line of 2300 East Street; thence North 0 deg. 14'40" East 828.99 feet to the point of beginning.

Parcel 2:

TOGETHER WITH AND SUBJECT TO all of the rights, easements, privileges, benefits and restrictions which are provided for in that certain "Declaration of Restrictions and Reciprocal Easements" dated as of August 1, 1976, executed by Hillside Plaza Associates, a Utah Limited Partnership, affecting the tract of real property described above and a certain parcel located immediately to the Northeast of, and contiguous with, said tract, and recorded in the office of the County Recorder of Salt Lake County as Entry No. 2849657.

Less and Excepting therefrom a parcel approximately 1 acre in size which will be more correctly described in an upcoming ALTA Survey.