

LEASE AMENDMENT NO. 2

THIS LEASE AMENDMENT NO. 2 (this "Amendment") is entered into as of the 21st day of June, 2001, by and between BEECHNUT SE, L.P., a Texas limited partnership (the "Landlord") and ECKERD CORPORATION, a Delaware corporation (the "Tenant"). In consideration of the mutual agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

RECITALS:

1. Landlord and Tenant entered into a written Lease Agreement dated as of January 29, 1997, as amended by Lease Amendment No. 1 dated September 3, 1997 (as amended, the "Lease") for the lease of certain premises (the "Premises") located at the southeast corner of State Highway 6 and Beechnut Boulevard, situated in the City of Houston, County of Harris, State of Texas.
2. Landlord and Tenant desire by this Amendment to further amend the Lease as provided below.

TERMS:

1. The above Recitals are true and correct and are incorporated herein by this reference. Capitalized terms in this Amendment shall have the same meaning ascribed to them in the Lease, unless otherwise noted in this Amendment.
2. Section 34 of the Lease (titled "Taxes") is hereby deleted in its entirety and the following is substituted in lieu thereof the following:

SECTION 34. Provided Landlord timely furnishes Tenant with the tax bills for the Leased Premises, Tenant, if requested by Landlord, shall advance payment to Landlord for the taxes for the Leased Premises described on such bills. Landlord shall then pay all such taxes within ten (10) days and promptly furnish Tenant with receipts from the taxing authority confirming such payment. In the event Landlord does not so request payment by Tenant, or if the tax bills are sent directly to Tenant by the taxing authority, Tenant agrees to pay and discharge before they become delinquent, all state, county, city, independent school district and other taxes, assessments and other public charges of whatsoever nature, both general and special, levied or assessed against or in respect to the property, the Leased Premises and improvements and related facilities constructed thereon, including those arising by reason of the occupancy, use or possession of the Leased Premises by Tenant during the Lease term, all of which are hereinafter collectively referred to as "taxes". Tenant shall pay all such taxes and furnish Landlord official receipts evidencing such payment at least ten (10) days before such taxes become delinquent. In the event Tenant shall desire to contest in good faith any taxes, Tenant may, if allowed by Landlord's Mortgagee, file in its name or in the name of Landlord such protest or other instrument and institute and prosecute proceedings for the purpose of such contest. Any taxes and assessments for the years in which this Lease commences and ends shall be prorated between

Landlord and Tenant as of the commencement date or termination date, as the case may be. If Tenant shall fail to timely pay taxes, or to contest same in accordance with the provisions hereof, Landlord shall have the right (but not the obligation) to do so, together with all interest, penalties and attorneys' fees charged in connection with any delinquency, and any amounts so expended by Landlord shall be paid by Tenant to Landlord within ten (10) days of demand."

3. Each party represents and warrants that it has the full authority to enter into this Amendment, and that no third party consents of any kind are required.

4. Except as amended by this Amendment, the Lease and the terms of it shall continue in full force and effect.

5. The provisions of this Amendment shall bind and inure to the benefit of the heirs, representatives, successors and assigns of the parties.

6. In the event of any conflict between the provisions of this Amendment and the provisions of the Lease, the provisions of this Amendment shall prevail.

7. This Amendment may be executed in several counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date first above written.

WITNESSES:

"LANDLORD"

BEECHNUT SE, L.P., a Texas limited partnership

By: Shelby/Estus Realty Group, Inc., a Texas corporation, as General Partner

Linda C. Retz
Print Name: Linda C. Retz

Susan Zimmerman
Print Name: Susan Zimmerman

By: Bruce S. Shelby
Bruce S. Shelby
Chief Executive Officer

WITNESSES:

"TENANT"

ECKERD CORPORATION, a Delaware corporation

By: Robert Wasilewski
Robert Wasilewski
Vice President

Colleen Marshall
Print Name: Colleen Marshall

Barbara E. Janson
Print Name: Barbara E. Janson

LEASE AMENDMENT NO. 1

3rd THIS LEASE AMENDMENT NO. 1 (this "Amendment") is entered into this September day of September, 1997, by and between BEECHNUT SE, L.P., a Texas limited partnership (the "Landlord") and ECKERD CORPORATION, a Delaware corporation (the "Tenant").

RECITALS:

A. Landlord and Tenant entered into that certain written Lease Agreement dated January 29, 1997 (the "Lease") for the lease of certain premises (the "Leased Premises") located on the southeast corner of State Highway 6 and Beechnut Boulevard, in the City of Houston, County of Harris, State of Texas.

B. Landlord and Tenant desire by this Amendment to amend the Lease as hereinafter provided.

TERMS:

In consideration of the mutual agreements herein contained, the parties hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by this reference. Capitalized terms in this Amendment shall have the same meaning ascribed to them in the Lease, unless otherwise noted in this Amendment.

2. Section 4 of the Lease (titled "Rent") is hereby amended by deleting paragraph B in its entirety and substituting in lieu thereof the following:

"B. Tenant shall pay to Landlord, without demand, notice or invoice, at the address hereinafter set forth Minimum Rent as follows:

For the first five (5) years:	\$210,458.00 per year; \$17,538.17 per month
For the next five (5) years:	\$215,912.00 per year; \$17,992.67 per month
For the next five (5) years	\$221,366.00 per year; \$18,447.17 per month
For the next five (5) years	\$226,820.00 per year; \$18,901.67 per month
For the first option period	\$232,274.00 per year; \$19,356.17 per month
For the second option period	\$237,728.00 per year; \$19,810.67 per month
For the third option period	\$243,182.00 per year; \$20,265.17 per month

For the fourth option period \$248,636.00 per year; \$20,719.67 per month

in advance on the first day of each and every calendar month during the term of this Lease. If the term shall commence on a day other than the first day of a month, then, Minimum Rent shall be prorated for the balance of the said month on a per diem basis."

3. Each party hereto represents and warrants that it has the full authority to enter into this Amendment, and that no third party consents of any kind are required in connection herewith.

4. Except as amended hereby, the Lease and the terms thereof shall continue in full force and effect.

5. The provisions of this Amendment shall bind and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

6. In the event of any conflict between the provisions of this Amendment and the provisions of the Lease, the provisions of this Amendment shall prevail.

7. This Amendment may be executed in several counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same Amendment.

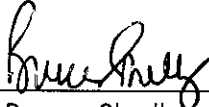
IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date first above written.

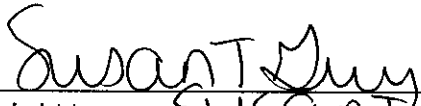
WITNESSES:

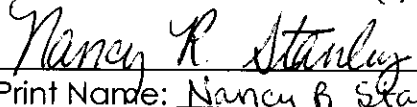
"LANDLORD"

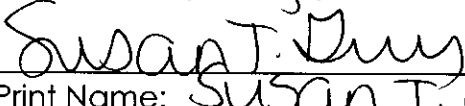
BEECHNUT SE, L.P., a Texas limited partnership

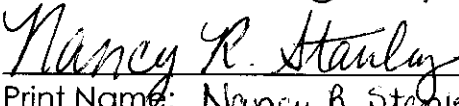
By: Shelby/Estus Realty Group, Inc.,
a Texas corporation, as its
General Partner

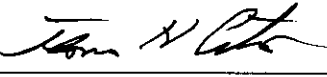
By: 
Bruce Shelby, CEO


Print Name: SUSAN T. Guy


Print Name: Nancy B. Stanley


Print Name: SUSAN T. Guy


Print Name: Nancy B. Stanley

By: 
Thomas Estus, President

WITNESSES:



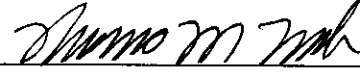
Print Name: BONNIE J. BARNHILL



Print Name: CHRIS SAUEMT

"TENANT"

ECKERD CORPORATION, a Delaware corporation

By: 

Thomas M. Nash
Vice President, Real Estate