

STATE OF Alabama)
COUNTY OF Jefferson)

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT, made and entered into as of this 15th day of May, 2001 by and among P&N Calera, LLC, and Alabama Limited liability company ("Landlord"), **HIBBETT SPORTING GOODS, INC.**, a Delaware corporation ("Tenant"), and Compass Bank ("Lender").

RECITALS:

Landlord and Tenant have entered into that certain Lease, dated January 23, 2001, as amended by lease amendments dated N/A (hereinafter referred to as the "Lease"), with respect to approximately 4,500 square feet (in "Premises") in the Shopping Center known as Calera Crossings, located in Calera, Shelby County, Alabama (the "Property"), such Premises being more particularly described in the Lease.

Landlord is indebted to Lender for a mortgage loan, which is secured by a lien on the Property (the "Mortgage"). The Mortgage and any related Assignment of leases and rents are hereinafter referred to as the "Security Instruments."

AGREEMENT

NOW, THEREFORE, in consideration of the mutual premises and covenants of the parties hereto, the parties hereto do mutually covenant and agree as follows:

1. Subject to the terms and conditions of this Agreement, the Lease shall at all times be subject and subordinate in all respects to the Security Instruments and to all renewals, modifications and extensions thereof, and all advances made thereunder.
2. Tenant shall give prompt written notice to Lender of all defaults by Landlord of those obligations under the Lease which are of such a nature as to give Tenant a right to terminate the Lease, and shall allow Landlord to cure such defaults during the cure period, if any, granted Landlord under the Lease.
3. So long as Tenant is not in default in the payment of rent, additional rent or other charges or conditions of the Lease beyond any applicable notice and cure period, Tenant shall not be disturbed by Lender in Tenant's possession, enjoyment, use and occupancy of the Premises during the original or any renewal term of the Lease or any extension or modification thereof.
4. Landlord and Tenant agree that Tenant shall make the payments to be made by Tenant under the Lease to Lender upon receipt of written notice of the exercise of its rights

arising under the Security Instruments, and Tenant agrees not to prepay by more than one (1) day any sums payable by Tenant under the Lease.

5. If the interest of Landlord shall be acquired by Lender by reason of foreclosure of its mortgage or other proceedings brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or by any other method, and Lender succeeds to the interest of Landlord under the Lease, the Lease shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease. Tenant shall thereupon be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, and any extensions or renewals thereof which may be effected in accordance with any option therefor contained in the Lease, with the same force and effect as if Lender were the landlord under the Lease. Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto immediately upon Lender's succeeding to the interest of Landlord under the Lease, and notice thereof to Tenant.

6. In addition to and not in lieu of all the provisions of this Agreement, Lender shall not in any way or to any extent be:

(a) liable for damages for any act or omission of any prior landlord (including Landlord) (subject to any rights under the Lease for the payment alternative or reduced rent under certain conditions); or

(b) bound by any rent or additional rent which Tenant might have paid for more than one (1) day in advance to any prior landlord (including Landlord); or

(c) in any way responsible for any deposit or security which was delivered to Landlord but which was not subsequently delivered to Lender.

7. All notices, demands, or requests, and responses thereto, required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the United States mail, postage prepaid and registered or certified with return receipt requested; provided, however, the time period in which a response to any notice, demand, or request must be given shall commence on the date of the return receipt of the notice, demand, or request by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall constitute receipt of the notice, demand, or request sent. Any such notice if given to Landlord shall be addressed as follows:

P&N Calera, LLC
Concordia Southeast
402 Office Park Drive, Suite G-115
Birmingham, Alabama 35223
Attention: Mark Peebles

if given to Lender shall be addressed as follows:

Compass Bank
15 South 20th Street
Birmingham, Alabama
Attention: _____

if given to Tenant shall be addressed as follows:

Hibbett Sporting Goods, Inc.
451 Industrial Lane
Birmingham, Alabama 35211
Attention: Maxine Martin

or at such other address in the United States as Landlord, Lender or Tenant may by notice in writing designate for notice.

8. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, successors and assigns.

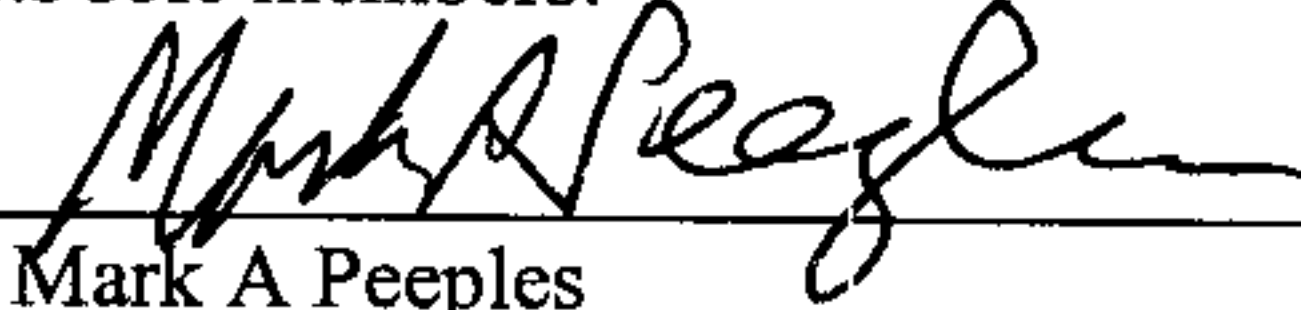
9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

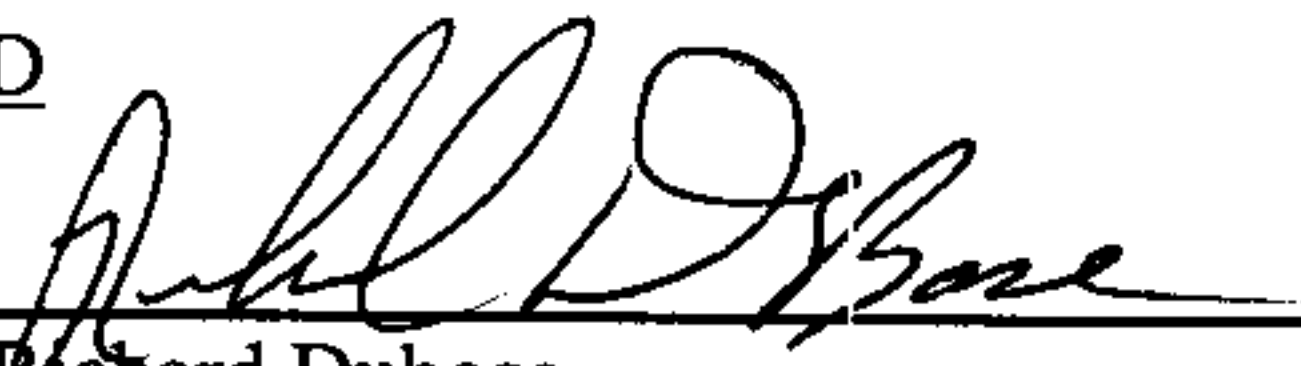
LANDLORD:

P&N Calera, LLC

By its sole members:

By: 
Its: Mark A Peeples

AND

By: 
Its: Richard Dubose

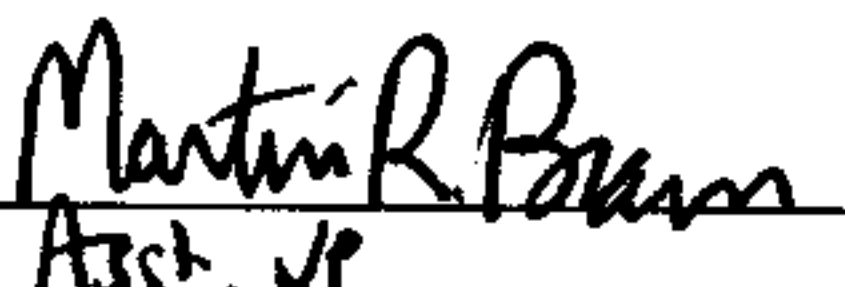
TENANT:

HIBBETT SPORTING GOODS, INC.

By: 
Its: Vice President

LENDER:

Compass Bank

By: 
Its: Asst. VP

[Landlord Acknowledgment]

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public for said County, in said State, hereby certify that Mark A. Peebles and Richard E. Dubose, whose names as sole members of P&N Calera, LLC are signed to the foregoing agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 3rd day of April, 2001.

Anita S. Dubois
Notary Public

My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 21, 2002
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[Tenant Acknowledgment]

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public for said County, in said State, hereby certify that Marcus Bruchis, whose name as Vice President of Hibbett Sporting Goods, a Delaware Corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal, this 22 day of March 2001.

Anita Rothard
Notary Public

My commission expires: January 1, 2003

[Lender Acknowledgment]

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public for said County, in said State, hereby certify that Martin R. Brown, whose name as Loan Officer of Compass Bank, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal, this 15th day of May, 2001.

Brenda Brown

Notary Public

My commission expires: May 12, 2002

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Inst # 2001-21679

05/29/2001-21679
02:57 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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