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WHEN RECORDED MAIL TO:

Inst # 2000-23818

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1577 North Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48304

07/17/2000-23818
09:12 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
013 SNA 38.50

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**SUBORDINATION, ATTORNMENT, NON-DISTURBANCE, WAIVER
AND PARTIAL RELEASE AGREEMENT**

THIS SUBORDINATION, ATTORNMENT, NON-DISTURBANCE, WAIVER AND PARTIAL RELEASE AGREEMENT (the "Agreement") is made and entered into as of June 20, 2000, by and between IHOP PROPERTIES, INC., a California corporation ("Lessee"), whose principal place of business is located at 525 N. Brand Boulevard, 3rd Floor, Glendale, California 91203-1903, ROYAL INDEMNITY COMPANY, a Delaware corporation ("Lender"), whose principal place of business is located at c/o Royal Investment Management Company, 9300 Arrowpoint Boulevard, Charlotte, North Carolina 28273-8135, WB EQUITIES I TRUST, a Delaware business trust ("Lessor"), whose principal place of business is located at 14 Monterey Drive, Manhasset Hills, New York 11040-1030, and IHOP CORP, a Delaware corporation ("Guarantor"), whose principal place of business is located at 525 N. Brand Boulevard, 3rd Floor, Glendale, California 91203-1903, with reference to and based upon the following:

RECITALS:

A. Lessee and J. Wilson Dinsmore entered into that certain Ground Lease dated May 28, 1998, as amended by that certain Addendum to Ground Lease dated November 19, 1998 which tenant's interest in such lease has been assigned to Lessor by Lessee by Assignment and Assumption Agreement dated June 20, 2000 (the "Master Lease"), covering the land and Improvements (as defined in the Master Lease) located thereon described on Exhibit "A" attached hereto (the "Premises").

B. Lessee and Lessor have entered into that certain Lease dated June 20, 2000 (the "Lease"), pursuant to which Lessee shall continue to occupy the Premises.

C. Lender is or will be the mortgagee under a certain Mortgage and Security Agreement, which shall be a lien upon the Lessor's leasehold interest in the Master Lease recorded or to be recorded in the Official Records of Shelby County, Alabama, securing the obligations of Lessor under that certain Promissory Note of even date in the sum of Three Million One Hundred Twenty Seven Thousand Six Hundred Sixty-One Dollars (\$3,127,661.00) (the "Mortgage"). Lender is or will also be the assignee under that certain Absolute Assignment of Rents and Leases, recorded or

to be recorded in the aforesaid records (the "Assignment"), and the secured party under a security agreement evidenced by that certain Financing Statement, made by Lessor as debtor, recorded or to be recorded in the aforesaid records (the "Financing Statement"), further securing the obligations of Lessor under the Promissory Note.

D. Lender, Lessee, Lessor and Guarantor have agreed to execute this Agreement to set forth the rights and obligations of each party in connection with the Mortgage and the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, Lessee, Lessor and Guarantor hereby agree as follows:

1. Subordination. Lessee covenants and agrees with Lender that the Lease is and shall be subject, and subordinate and inferior to the Mortgage and to all renewals, modifications, consolidations, replacements and extensions of the Mortgage, in the same manner and to the same extent as if the Lease had been executed subsequent to the execution, delivery and recordation of the Mortgage.

2. Attornment. If, in the exercise of any rights under the Mortgage, Lender or any other person becomes owner of the Premises and Improvements described in the Lease, or Lessor's leasehold interest therein, Lessee shall attorn to and recognize Lender or such purchaser as Lessor under the Lease. In such event Lender or such purchaser shall have all the rights of Lessor under the Lease, including but not limited to the right to receive and collect rent from Lessee, and shall assume and perform all obligations of Lessor under the Lease. Lender agrees that it shall not join Lessee in any foreclosure proceedings but will give Lessee notice of the commencement of any foreclosure proceedings; provided, however, failure to give such notice to Lessee shall not invalidate any such foreclosure proceedings. However, in no event shall Lender or such purchaser be:

- (i) bound by any payment of rent or additional rent made by the Lessee to the Lessor for more than one (1) month in advance; or
- (ii) bound by any material amendment or modification to the Lease made without the prior written consent of Lender (for purposes of this Agreement, any amendment or modification to the Lease which affects or modifies (a) the term of the Lease, (b) the rent to be paid by Lessee, (c) the parties' rights and obligations following a casualty or condemnation of all or part of the Premises, or (d) Lessee's obligation to pay the full rent due under the Lease, shall be deemed a material amendment or modification to the Lease); or
- (iii) liable for any act or omission of any prior lessor (including Lessor); or

- (iv) liable for the return of any security deposit, not actually received by Lender;
or
- (v) subject to or liable for any offsets, credits or other claims against rentals for any periods prior to the time Lender becomes the owner of the Premises and/or against any prior lessor (including Lessor).

3. Assignment. Lessee and Lessor acknowledge and agree that Lessor has irrevocably instructed Lessee to make all rent and other payments due and to become due to Lessor under the Lease directly to Lender, which direction Lessee agrees to follow until further written notice from Lender, and Lessor hereby expressly agrees that any payment made by Lessee to Lender pursuant to the Lease shall discharge any obligation of Lessee to Lessor under the Lease to the extent of such payment.

4. Non-Disturbance. So long as Lessee is not in default beyond any notice and cure period provided in the Lease in the payment of rent or additional rent, or in the performance of any other terms, covenants or conditions of the Lease on Lessee's part to be performed, Lessee's possession of the Premises and Lessee's rights and privileges under the Lease, including any extensions or renewals thereof, whether pursuant to options granted in the Lease or otherwise, shall not be diminished or interfered with by Lender, and Lessee's occupancy of the Premises shall not be disturbed by Lender for any reason whatsoever during the term of the Lease or any extensions or renewals thereof. Lender acknowledges that such rights of Lessee under the Lease include, without limitation, Lessee's rights regarding (a) the application of insurance proceeds in the event of damage to or destruction of the Improvements, and (b) the allocation and application of any condemnation award in the event of a partial or total taking of the Premises.

5. Lessor's Default. Notwithstanding anything to the contrary in the Lease, Lessee agrees that it shall concurrently give Lender a copy of any written notice of default given to Lessor, and Lender shall have the right, but not the obligation, to cure any default asserted against Lessor within the time provided in the Lease, or if no such time is provided, within a reasonable period of time, before Lessee may take any action against Lessor and/or terminate the Lease by reason of such default.

6. Right of First Refusal. Notwithstanding anything to the contrary contained herein or in the Lease, any interest of Lessee in any right of first refusal contained in the Lease or any amendment thereto is specifically subordinated to the rights of Lender under the terms of the Mortgage, and such right of first refusal shall not be binding upon Lender or its successors or assigns at a foreclosure sale or upon any purchaser purchasing Lessor's leasehold interest in the Premises at a foreclosure sale of the Lessor's leasehold interest in the Premises.

7. Anti-Merger. If Lessee shall acquire the Lessor's leasehold interest in the Premises by purchase (but specifically excluding purchase by Lessee at a foreclosure sale), (a) any proceeds resulting from Lessee acquiring the Lessor's leasehold interest shall be paid directly to Lender, at closing, to the full extent of the outstanding Loan (as defined in the Mortgage) balance and any additional costs and other sums due Lender under the Mortgage and the other Loan Documents (as defined in the Mortgage), and (b) there shall be no merger of title between the Lessor's leasehold interest to the Premises and Lessee's leasehold interest under the Lease and the Lease shall not be terminated by merger and shall remain in full force and effect unless and until all sums due Lender under the Mortgage and the other Loan Documents shall have been paid in full. If all sums due Lender under the Mortgage and the other Loan Documents are not paid in full as a result of an acquisition of Lessor's leasehold interest in the Premises by Lessee (but specifically excluding the purchase by Lessee at a foreclosure sale), the payment made to Lender by or on behalf of Lessee in connection with the acquisition of the Lessor's leasehold interest in the Premises by Lessee shall be applied to the last maturing installments due or to become due under the Promissory Note and shall not affect the regularly scheduled payments due under the Loan Documents.

8. Lender's Waiver. Lender acknowledges, consents and agrees that Lessee's Trade Fixtures (as defined in the Lease) shall be and at all times remain the personal property of Lessee (or an equipment lessor, as defined herein) and the same may be removed by Lessee (or such equipment lessor) at any time during the term of the Lease, whether or not such Trade Fixtures may be regarded as property of Lessor by operation of law or otherwise. Lessee may arrange financing for the Trade Fixtures under an equipment lease, conditional sale agreement, security agreement or other security device with an equipment lessor, vendor or lender (collectively referred to herein as "equipment lessor"). Lender hereby waives, disclaims, and releases unto such equipment lessor any rights Lender may have in or to the Trade Fixtures by reason of: (a) the manner or method in which the Trade Fixtures are attached or affixed to the Premises or the Improvements, or (b) any statute or rule of law in the state in which the Premises are located which would, but for this Agreement, permit Lender to distraint against the Trade Fixtures for the nonpayment of rent, additional rent, or other charges coming due under the Lease. Lender hereby grants permission to such equipment lessor to remove the Trade Fixtures in the event of a default by Lessee under the equipment lease, conditional sale agreement, security agreement or other security device, provided it repairs any damage to the Premises resulting therefrom. Such equipment lessor shall be deemed an intended direct beneficiary of the provisions of this Section 8 to the same extent and with the same force as if such equipment lessor were specifically and expressly named herein. If such equipment lessor requires the execution by Lender of a separate waiver which is not inconsistent with the foregoing, Lender agrees to execute and deliver such waiver, subject to Lender's reasonable approval, within a reasonable period of time after receipt of a written request therefor.

9. Lender's Partial UCC Release. Lender hereby releases its security interest, if any, in the Trade Fixtures arising under the Mortgage, security agreement and Financing Statement, each and all, and agrees that, if requested by Lessee, Lender shall execute and deliver to Lessee releases

in the form appropriate for recording in the real estate records and filing under the Uniform Commercial Code, and such releases shall be recorded and/or filed by Lessee as required to give effect thereto.

10. Guarantor's Agreement. Guarantor, being the guarantor of the Lessee's obligations under the Lease in accordance with a certain Guaranty dated June 20, 2000 (the "Guaranty"), hereby:

- (a) certifies to Lender that all of the certifications, representations and covenants of Lessee as set forth in this Agreement are acknowledged and agreed to and approved by Guarantor, and
- (b) agrees that its Guaranty will not be modified, amended and/or terminated without the prior written consent of Lender, and Lender will not be bound by any modification, amendment or termination of such Guaranty made without the prior written consent of Lender.

11. Master Lease. If the Master Lease terminates for any reason and if Lender or its successors and assigns (including, but not limited to, any other person who acquires Lessor's leasehold interest in the Premises pursuant to the exercise of any remedy provided for in the Mortgage) (the "New Landlord") is the tenant under a lease for the Premises on substantially the same terms as the Master Lease, but identical to the Master Lease with respect to the remaining term thereof (including extension option terms), Lessee shall within twenty (20) days of the date of the request of Lender enter into a new sublease of the Premises with the New Landlord and Guarantor shall within twenty (20) days of the date of the request of Lender execute a new guaranty of such new sublease, which new sublease and new guaranty, as applicable, shall: (i) be effective as of the date the Master Lease terminates, (ii) be for the remainder of the term of the Lease and the Guaranty, as applicable, and (iii) be identical to the Lease and the Guaranty, as applicable, in all other respects. Lessee and Guarantor acknowledge that if Lessee and/or Guarantor fails to enter into a new sublease and a new guaranty of such new sublease with New Landlord upon the terms and conditions set forth above within twenty (20) days of the date of the request of Lender, New Landlord may seek specific performance of Lessee's and Guarantor's obligation to enter into a new sublease and a new guaranty upon the terms and conditions set forth above in addition to any other rights or remedies of New Landlord. The parties hereto acknowledge and agree that if New Landlord enters into a new sublease of the Premises with Lessee as provided in this Section, the Lease shall automatically terminate effective as of the execution of such new sublease.

12. Binding Effect. This Agreement shall inure to and be binding upon the heirs, successors and assigns of the parties hereto and the equipment lessor referred to in Section 8 above.

13. Incorporation of Exhibits. The Lease and all exhibits attached to this Agreement are hereby incorporated herein as though set forth in full in this Agreement itself.

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14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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

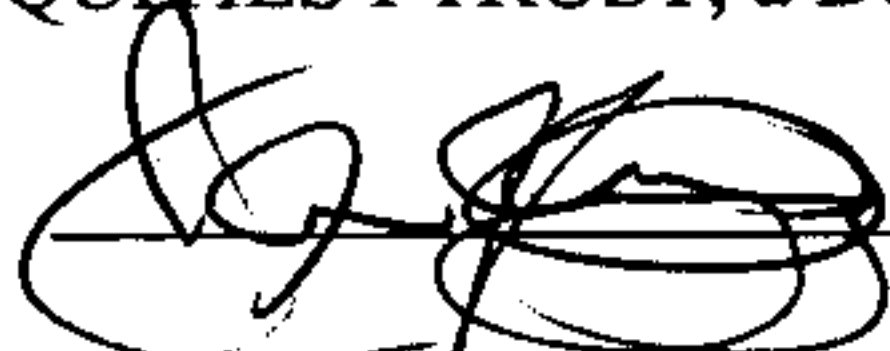
LESSEE:

IHOP PROPERTIES, INC., a California corporation

By: 
Richard K. Herzer, President

LESSOR:

WB EQUITIES I TRUST, a Delaware business trust

By:  _____ JAMES J. NIEMO
Its: TRUSTEE

LENDER:

ROYAL INDEMNITY COMPANY, a Delaware corporation

By: _____

Its: _____

GUARANTOR:

IHOP CORP, a Delaware corporation

By: _____
Richard K. Herzer, President

LESSOR:

WRG IV TRUST, a Delaware business trust

By: _____

Its: _____

LENDER:

ROYAL INDEMNITY COMPANY, a Delaware corporation

By: *Stephen A. Lopez*

Its: *DIVISION manager*

GUARANTOR:

IHOP CORP, a Delaware corporation

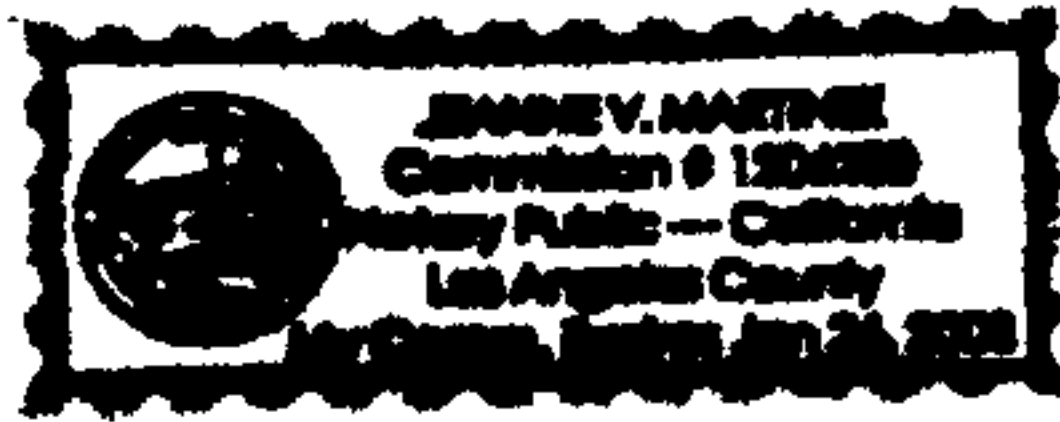
ES By: *Richard K. Herzer*
Richard K. Herzer, President

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[ACKNOWLEDGMENT OF LESSEE]

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

The foregoing instrument was acknowledged before me this 15th day of JUNE, 2000 by Richard K. Herzer, President of IHOP Properties, Inc., a California corporation, on behalf of the corporation.



Jane V. Martine

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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

PARCEL 1:

A parcel of land situated in the Northeast 1/4 of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of said Section 36; thence run South along the East line of said Section 36 a distance of 266.80 feet; thence turn 117°40'00" right and run Northwesterly 165.21 feet to a point on the Westerly right of way line of U.S. Highway 31; thence turn 110°54'05" left to the tangent of a curve to the left, said curve having a radius of 1,752.68 feet, run along the arc of said curve and said road right of way for 16.26 feet to the Southeast corner of Lot 1 according to the survey of Walgreens-Pelham, as recorded in Map Book 23, page 88, in the Office of the Probate of Shelby County, Alabama, and the point of beginning; thence continue along said curve and said road right of way for 70.67 feet to a point; thence turn 90°00'00" left from the tangent to said curve at said point and run Easterly along said road right of way for 15.00 feet; thence turn 90°00'00" right to the tangent of a curve to the left, said curve having a radius of 1,737.68 feet, and run along the arc of said curve and said road right of way for 189.15 feet to a point; thence turn 94°22'17" right from the tangent to said curve at said point and run Westerly for 239.68 feet; thence turn 95°24'00" right and run Northeasterly for 116.68 feet to a point on the Southeast line of said Lot 1; thence turn 50°36'53" right and run Northeasterly along said lot line for 257.43 feet to the point of beginning.

Now Known As:

Lot 1, according to the Survey of Dinsmore Resurvey, as recorded in Map Book 26, page 94, in the Probate Office of Shelby County, Alabama.

PARCEL 2:

Perpetual, non-exclusive easements, appurtenant to Parcel 2, for access, drainage, sanitary sewer, and retaining wall, over, under and across that certain adjoining property, as set forth and described in (a) that certain Declaration of Easements for Joint Access, Drainage Pipe, Sewer Pipe, and Construction/Maintenance/Repair of Retaining Wall, dated 8-29-97 between J. Wilson Dinsmore and R.K.M. 'Bama, Inc., recorded 8-29-97, as Instrument No. 1997-27813, Shelby County, Alabama, Records; and (b) that certain Declaration of Easements for Joint Access, Drainage Pipe, Sewer Pipe, and Construction/Maintenance/Repair, dated 9-5-97, between J. Wilson Dinsmore and North Pelham, L.L.C., recorded 9-11-97, as Instrument No. 1997-29355, Shelby County, Alabama, Records.

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PARCEL 3:

Perpetual, non-exclusive easements, appurtenant to Parcel 1, for ingress, egress, parking, utility lines and drainage, over, under and across that certain adjoining property, as set forth and described in that certain Declaration of Easements and Restrictions and Joint Maintenance Agreement dated May, 1998, made by J. Wilson Dinsmore, recorded 6-1-98, as Instrument No. 1998-20066, Shelby County, Alabama, Records.

Inst # 2000-23818

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SHELBY COUNTY JUDGE OF PROBATE