


This instrument prepared by:
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Grissim and Hodges, Attorneys
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Nashville, Tennessee 37201
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Shelby Cnty Judge of Probate, AL
03/31/2006 03:30:10PM FILED/CERT

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT made as of this 29th day of MARCH, 2006, by and between HARCO, INC., whose business address is P.O. Box 3165, Harrisburg, Pennsylvania 17105, Attn: Secretary, hereinafter referred to as "Tenant", and FIRST TENNESSEE BANK, NATIONAL ASSOCIATION, a national banking association, whose address is 231 Public Square Franklin, Tennessee 37064, Attn: Michael E. Hendren, Senior Vice President, hereinafter referred to as "Mortgagee".

Reference is made to that certain sublease (hereinafter referred to as the "Lease") dated November 8, 2005, from Sovereign RA, LLC, as Landlord ("Landlord"), to Tenant, as Tenant of premises located at 4501 Valleydale Road, Birmingham, Alabama, more fully described therein.

Reference is further made to a certain mortgage dated MARCH 29, 2006, now held by Mortgagee, as heretofore amended and extended (the "Mortgage"), covering the property demised by the Lease, the Mortgage having been recorded in 20160331000150930.

Tenant and Mortgagee hereby agree as follows:

1. The Lease and the rights of Tenant thereunder are hereby subordinated and shall be and remain subordinated to the Mortgage and the lien thereof, and to any and all renewals, replacements, modifications, consolidations, spreaders and extensions thereof.

2. Mortgagee hereby consents to the Lease and agrees that:

(a) notwithstanding the Mortgage and the lien thereof, or any renewal, modification, consolidation, spreader or extension thereof or any other restriction, lien, encumbrance, right, title or interest now or hereafter held by Mortgagee, or any default, expiration, termination, foreclosure, sale, entry or other act or omission under, pursuant to or affecting any of the foregoing, Tenant shall not be disturbed in peaceful enjoyment of the Premises or the Shopping Center or the Lease terminated or canceled at any time, except in the event Landlord shall have the right to terminate the Lease under the terms and provisions expressly set forth therein.

(b) in the event Mortgagee should succeed to Landlord's rights, title and interest as Landlord under the Lease, Mortgagee will perform, fulfill and observe all of Landlord's representations, warranties and agreements set forth in the Lease while it is Landlord thereunder, but shall not be (i) responsible for the prior acts or omissions of Landlord, (ii) bound by any

Rite Aid #7026 (Building Lease), Birmingham, AL

Cahaba Title, Inc.

prepayment of rent or deposit, rental security or other sums deposited with any prior lessor (including Landlord) under the Lease unless actually received by Mortgagee; (iii) bound by any agreement or modification of the Lease made without Mortgagee's consent; (iv) bound to commence or complete restoration of improvements following any casualty; or (v) deemed to have violated any restrictions on competition beyond the Premises as a result of Mortgagee acquiring, by foreclosure, deed in lieu of foreclosure or otherwise, any property which at the time of acquisition is occupied by any person or entity engaged in any of the activities prohibited by Section 13 or 33 of the Lease. Mortgagee's liability under the Lease shall be limited to the ownership interest of Mortgagee in the Premises.

3. In the event of a foreclosure of the Mortgage, Tenant agrees to attorn to and recognize the purchaser at the foreclosure sale as Landlord under the Lease for the balance of the then remaining term of the Lease subject to all of the terms and provisions of the Lease.

4. The Tenant covenants to give simultaneous notice to the Mortgagee of the occurrence of any default under the Lease either on its part or on the part of the Landlord. After the date hereof, Tenant will not terminate or seek to terminate the Lease by reason or any act or omission of the Landlord thereunder unless and until (i) Tenant shall have given such notice of default to Mortgagee at its address as shown on the first page hereof, (ii) Tenant shall have given notice to Landlord in accordance with the Lease and Landlord has failed within the applicable time period to cure its default, (iii) Tenant shall give Mortgagee notice of Landlord's failure to cure within Landlord's grace period, and (iv) a reasonable period of time shall have elapsed following the giving of notice of failure to cure from Tenant to Mortgagee. During such reasonable period of time, Mortgagee shall have the right, but shall not be obligated to, remedy such act or omission of Landlord.

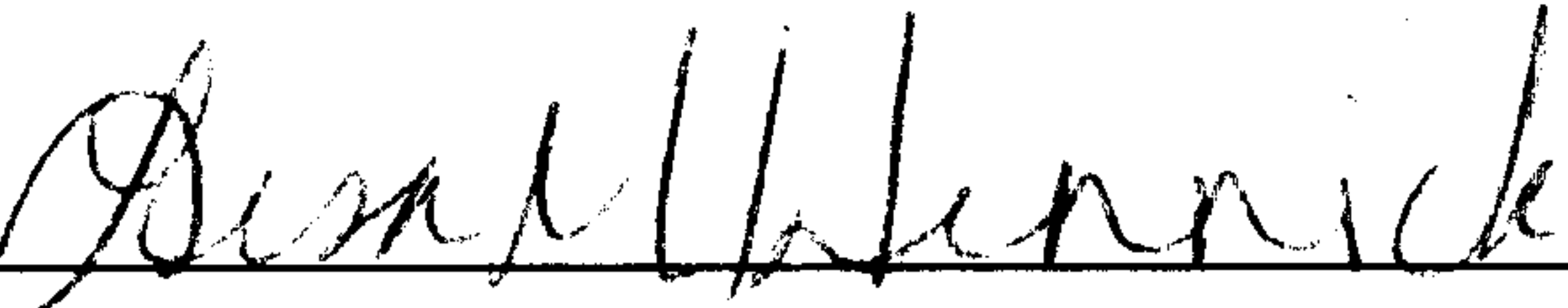
5. The agreements contained herein shall bind and inure to the benefit of the successors and assigns in interest of the parties hereto, and, without limitation of the foregoing generality, the agreements of Mortgagee herein shall specifically be binding upon any purchaser or successor of said property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

6. If the loan made by Mortgagee is secured by a deed of trust or security deed rather than a mortgage, all reference herein to Mortgage shall be construed as referred to such other type of security interest.

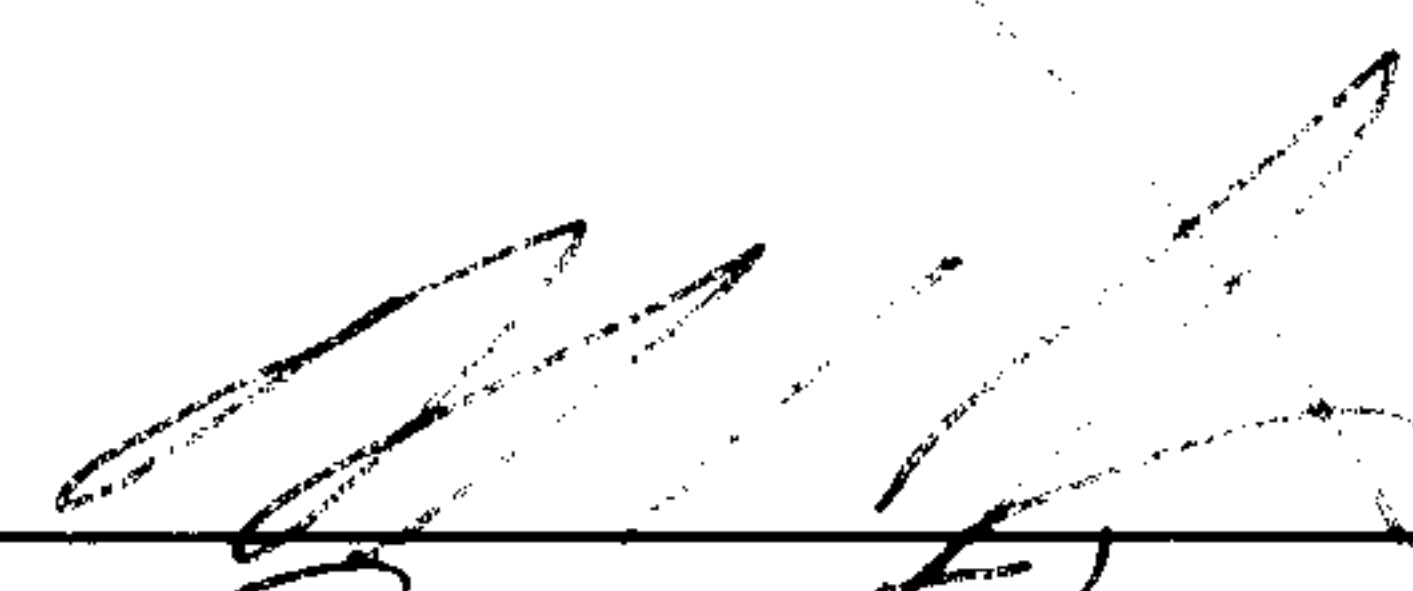
[Signatures begin on following page]

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

HARCO, INC.

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

MORTGAGEE:
FIRST TENNESSEE BANK, NATIONAL
ASSOCIATION, a national banking association

By: 
Name: David Johnson
Title: Vice President

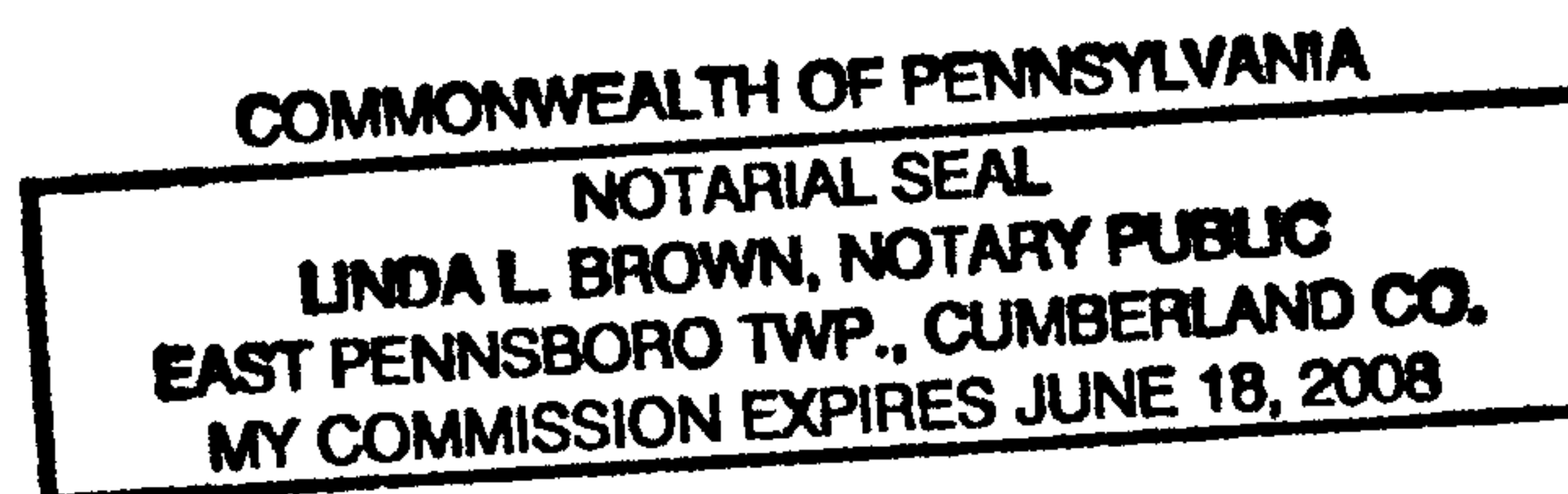
COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CUMBERLAND)

On the 20th day of March, 2006, before me, the undersigned officer, personally appeared Lisa M Winnick, who acknowledged herself to be the Authorized Representative of HARCO, 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.

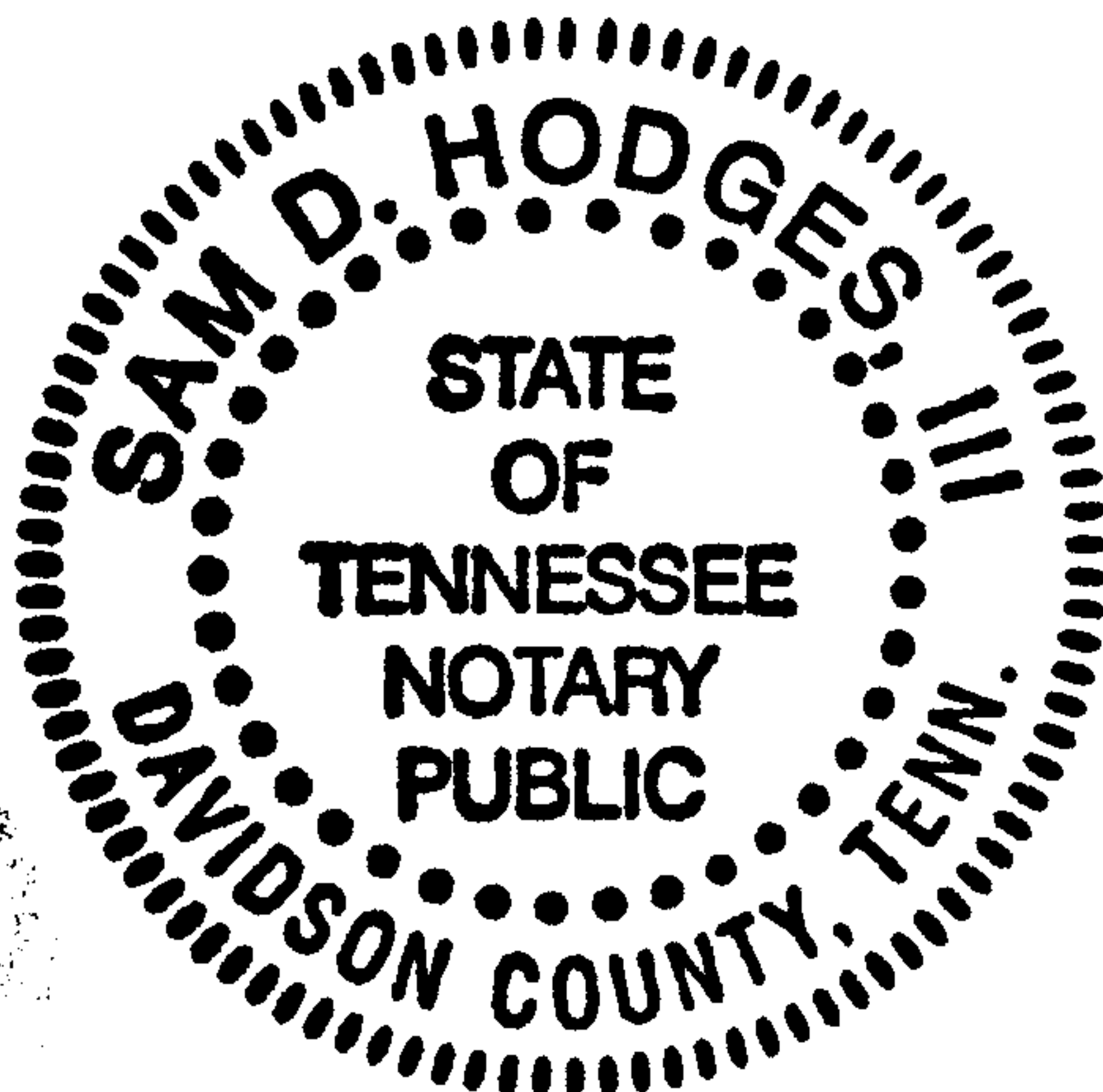

My Commission Expires:

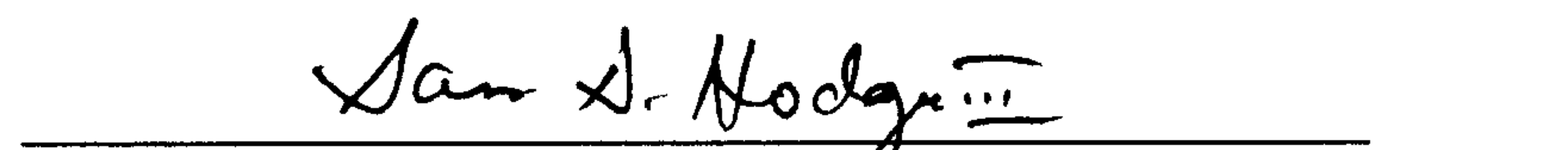
STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)



On the 29th day of MARCH, 2006, before me, the undersigned officer, personally appeared DAVID R. JOHNSTON, who acknowledged himself/herself to be the VICE-PRESIDENT of FIRST TENNESSEE BANK, NATIONAL ASSOCIATION, a national banking association, and that he/she as such VICE-PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as VICE-PRESIDENT.

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




My Commission Expires: 7/25/09