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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made this day of March, 2006, between **FIRST AMERICAN BANK**, whose office is located at 1927 First Avenue North, Birmingham, Alabama 35203 (the "Lender"), **D & R PROPERTY**, a partnership, whose office is located at 2107 Fifth Avenue North, Birmingham, Alabama 35203 (the "Landlord"), and **MOVIE GALLERY US, LLC**, as successor in interest to M.G.A., Inc. pursuant to a merger with M.G. Midwest Inc. with the surviving corporation's name changing to Movie Gallery US, Inc. and converting into Movie Gallery US, LLC, a Delaware limited liability company, whose office is located at 900 West Main Street, Dothan, Alabama 36301 (the "Tenant").

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Real Estate Lease dated February 6, 2004, as amended by that certain Estoppel dated February 26, 2004, as further amended by that certain Subordination, Non-Disturbance and Attornment Agreement dated February 26, 2004, as further amended by that certain letter agreement dated May 28, 2004, as further amended by that certain letter agreement dated September 27, 2004 (collectively, the "Lease") for the approximately 4,683 square feet of leased premises located at 752 Main Street, Montevallo, Alabama (the "Leased Premises"); and

WHEREAS, Lender is about to or has made a loan to Landlord which is or will be secured by a mortgage or deed of trust (the "Mortgage") encumbering the real property located at the Leased Premises and any improvements thereon (the "Property"); and

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other mutual and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. The Lease is and shall be subject and subordinate to the Mortgage insofar as it affects the Property, and to all increases, renewals, modifications, extensions, replacements or consolidations thereof, to the full extent of all obligations secured by the Mortgage.
- 2. Notwithstanding the subordination of the Lease to the Mortgage, Lender agrees not to disrupt Tenant's quiet enjoyment and peaceable possession of the Leased Premises, not to terminate the Lease through any foreclosure proceeding, or join Tenant as a party in any action or proceeding regarding any default by Landlord under the Mortgage.

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- 3. Tenant shall attorn to and recognize any purchaser at a foreclosure sale under the Mortgage or any transferee who acquires the Property by deed in lieu of foreclosure or otherwise (collectively, such purchaser and transferee, including Lender, are referred to as "Purchaser") as its landlord for the unexpired balance of the term of the Lease (including renewals), upon the same terms and conditions set forth in the Lease.
- 4. In the event that a Purchaser shall succeed to the interest of Landlord under the Lease, the Purchaser shall be bound to Tenant under all of the terms, covenants and conditions of the Lease, provided that such Purchaser shall not be:
 - (a) liable for any act or omission of any prior landlord (including Landlord); except those for which Landlord has been provided notice;
 - (b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord), except those which arose out of such prior landlord's default under the Lease and notice of which has been given to Landlord.
- 5. Tenant agrees that it will not terminate the Lease except as provided by its terms or permitted by law.
- 6. Tenant agrees to give prompt written notice to Landlord or its successor in interest of any default by Landlord under the Lease. Tenant agrees that Lender shall have the right to cure such default within the time period provided to Landlord under the Lease. Tenant agrees not to exercise any rights or remedies under the Lease or applicable law so long as Landlord or Lender cures such default within the cure period, other than with respect to an emergency situation in the Leased Premises, and/or the exercise of Tenant's self-help rights.
- 7. Lender and Landlord represent to Tenant that the loan documents between Lender and Landlord grant Lender the right to collect rent and any other sums payable under the Lease directly from Tenant upon the occurrence of a default by Landlord under the loan documents. Upon Tenant's receipt of written notice of Landlord's default under the loan documents, Tenant agrees to pay all rent and other sums under the Lease as Lender shall direct in said notice. By execution of this Agreement, Landlord expressly authorizes such direct payment by Tenant to Lender.
- 8. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Lender and Landlord shall provide an executed original to Tenant within

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15 days of execution of this Agreement. In the event that an executed original of this Agreement is not received by Tenant with such 15 day period then this Agreement shall be null and void and of no affect, and which shall relate back to the date of this Agreement

9. Notices to Lender shall be sent to:

First American Bank 1927 First Avenue North Birmingham, AL 35203

Notices to Landlord shall be sent to:

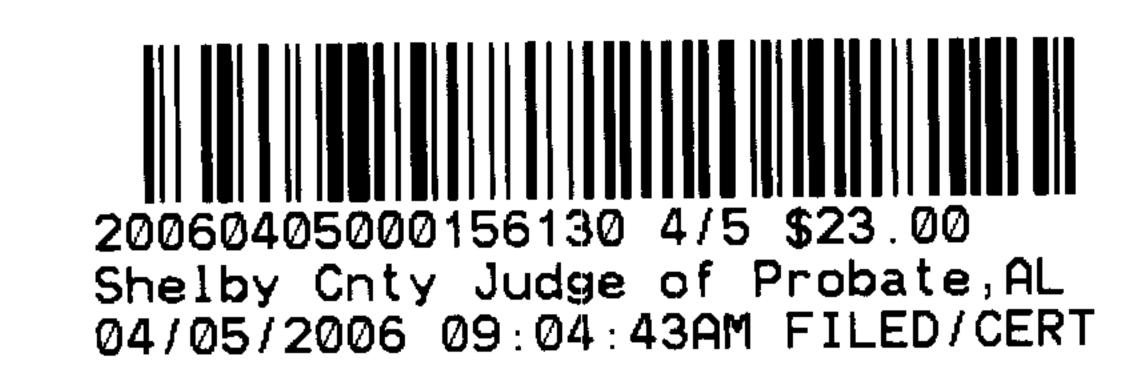
D & R Property 2107 Fifth Avenue North Birmingham, AL 35203

Notices to Tenant shall be sent to:

Movie Gallery US, LLC 900 West Main Street Dothan, Alabama 36301 Attn: Asset Management Department (with copy to the Office of the General Counsel at same address)

All notices to be given per this Agreement shall be in writing, deposited in the United States mail, certified or registered return receipt requested, with postage prepaid or by a regular overnight delivery service (i.e., Federal Express) and addressed as set forth above. Notices shall be deemed delivered when deposited in the United States mail, as above provided, or accepted by an overnight delivery service. A change of address must be by notice given to the other in the same manner as above specified.

- 10. This Agreement shall be construed and enforced in accordance with the law of the state in which the Leased Premises are located.
- 11. If any term, covenant, condition or provision of this Agreement, or the application to any person or circumstance thereof, shall, to any extent, be invalid or unenforceable, then the remainder of the Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 12. This Agreement may not be modified unless such modification is in writing and executed by the parties.



13. The terms and conditions hereof shall inure to the benefit of, and be binding upon, the parties hereto, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered in their respective names by their duly authorized representatives, effective as of the day and year first written above.

LENDER:	FIRST AMERICAN BANK
	By:
	Its:
	Date. 3 3 106
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LANDLORD:	D&R PROPERTY
	By:
	Its: Germal Portner
	Date: 3/31/06
TENANT:	MOVIE GALLERY US, LLC,
	MOVIE GALLERY US, LLC, a Delaware limited hability company
	THE WALL
	By:
	Its: Sylvegar
	Date 2-10-11

STATE OF Alabana	20060405000156130 5/5 \$23.00 Shelby Cnty Judge of Probate, AL 04/05/2006 09:04:43AM FILED/CERT
COUNTY OF Tiffergon	OTTOUTED OUT TOUT I TEED OUT
I, the understand a notary public in and for said C certifies that John North, as Vice President of the has signed the foregoing agreement, and	-inst Amuscon Book a
me on this day, that, being informed of the contents of this agreen with full authority, executed the same voluntarily for and as the account of the contents of this agreent with full authority.	nent, he/she, as such officer and et of said company.
Given under my hand and seal this 31 day of Ma	<u>1</u> , 2006.
Notary Public / / / / / / / / / / / / / / / / / / /	
My Commission Expires: $6/6/6$	
STATE OF Alobana COUNTY OF Jefferson	
I, the understance a notary public in and for said Cocertifies that J. Wilson Dinsmort as 6 mental Pentry of	ounty and in said State, hereby
certifies that J. Wilson Dinsmort as 6 every Party of	1 + R roperty, a not such a bos colonovilodo de
has signed the foregoing agreeme before me on this day, that, being informed of the contents of	
officer and with full authority, executed the same voluntarily for a	and as the act of said company.
Siven under my hand and seal this 3/ day of Ma	<u>16</u> , 2006.
MMM/M/M	
My Commission Expires:	

STATE OF ALABAMA COUNTY OF HOUSTON

I, KATIE ARNETTE a notary public in and for said County and in said State, hereby certifies that JEFFRY B. GORDON, as SENIOR V.P.-LEGAL of MOVIE GALLERY US, LLC, a Delaware limited liability company, has signed the foregoing agreement, and who has acknowledged before me on this day, that, being informed of the contents of this agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal this 20th day of March, 2006.

Notary Public

My Commission Expires: 12/16/08