

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of the day of September, 2006, by and among LaSalle Bank, N. A. ("Lender"), AutoZone Development Corporation, a Nevada corporation ("Tenant"), and Pelham Retail Investments, LLC, an Alabama limited liability company ("Landlord").

### RECITALS:

A. Lender is the present owner and holder or beneficiary of a certain mortgage or deed of trust (the "Mortgage") dated Sept. 18, 2006, given by Landlord to Lender which encumbers the real property described in the Lease and in Exhibit A attached hereto and made a part hereof (the "Property") and which secures the payment of certain indebtedness owed by Landlord to Lender evidenced by a certain promissory note given by Landlord to Lender ;

B. Tenant is the holder of a leasehold estate in premises located at 2180 Pelham Parkway, Pelham, AL under and pursuant to the provisions of a certain lease dated as of February 14, 2006, as amended, between Landlord, as current landlord, and Tenant, as current tenant (the "Lease"), which premises are a portion of the Property; and

C. At the request of Landlord and Lender Tenant has agreed to subordinate the Lease to the Mortgage on the terms and conditions hereinafter set forth.

### AGREEMENT:

For good and valuable consideration, Tenant, Lender and Landlord agree as follows:

1. Subordination. Subject to this Agreement and provided the Lease and Tenant's rights and obligations under the Lease are not amended by the Mortgage or any of the other instruments to which the Lease is subordinated, the Lease is and shall at all times continue to be subject and subordinate to the lien of the Mortgage, which term shall include all renewals, increases, modifications, spreaders, consolidations, replacements and extensions thereof and to all sums secured thereby and advances made thereunder

2. Non-Disturbance. So long as Tenant is not in default beyond any applicable curative period in performance of Tenant's Lease obligations for which Landlord may terminate the Lease, and the Lease is in effect, Lender and Purchaser shall honor the Lease and shall not violate or disturb Tenant's rights under the Lease, and any and all actions to enforce the Lender's right of foreclosure shall be strictly subject to this Agreement as between Lender or Purchaser and Tenant.



3. Attornment. If Lender or any other purchaser of the Property shall become the owner of the Property or succeed to Landlord's interest under the Lease by reason of the foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or by reason of any other enforcement of the Mortgage or Lender's other rights (Lender or such other purchaser or successor landlord being herein referred as "Purchaser"), the Lease shall not be terminated or affected thereby but shall continue in full force and effect as a direct lease between Purchaser and Tenant upon all of the terms, covenants and conditions set forth in the Lease, and Tenant shall attorn to Purchaser; provided, however, that Purchaser shall not be (a) liable for the return of rental security deposits, if any, paid by Tenant to any prior landlord in accordance with the Lease unless such sums are actually received by Purchaser, (b) bound by any payment of rents, additional rents or other sums which Tenant may have paid more than one (1) month in advance of its due date under the Lease to any prior landlord unless (i) such sums are received by Lender or Purchaser or (ii) such prepayment is approved of in writing by Lender or Purchaser, (c) bound by any amendment of the Lease made without the written consent of Lender or Purchaser, or (d) obligated to pay any money beyond the value of the Property and the rents, profits and proceeds thereof, in order to pay damages for breach of the Lease, to cure any breaches of the Lease or to perform any obligations under the Lease.

4. Proceeds. In the event there is loss, damage or destruction of the improvements to the Property due to casualty or condemnation, Lender shall promptly make resulting insurance proceeds and condemnation awards available for repairs and restoration of said improvements unless the Lease is terminated due to the casualty or condemnation.

5. Notice to Tenant. Commencing no later than fifteen (15) days after Tenant's actual receipt of written demand by notice from Lender, Tenant shall thereafter pay to Lender or as directed by the Lender, the rentals and other monies that are then due and payable to Landlord or that become due and payable to Landlord under the Lease and Landlord hereby expressly authorizes Tenant to make such payments to Lender and hereby irrevocably releases and discharges Tenant from any liability to Landlord on account of any such payments. Lender shall use all such payments except the base or minimum monthly rent for the purposes for which paid.


6. Notice to Lender and Right to Cure. Prior to terminating the Lease due to Landlord default, Tenant shall notify Lender of such default and Lender shall have thirty (30) days after the date of Lender's actual receipt of such notice during which to cure such default. No notice of termination thereof shall be or become effective if such default is cured within such thirty (30) day cure period. Lender shall have no obligation to cure any such default.

7. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged by the recipient thereof and confirmed by telephone by sender, (ii) one (1) Business Day (hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:



If to Tenant:           AutoZone Development Corporation  
  
                          AutoZone Department 8700  
  
                          123 South Front Street  
  
                          Memphis, TN 38103

If to Lender:

  
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or addressed as such party may from time to time designate by written notice to the other parties; PROVIDED, HOWEVER, that notices to Tenant must be in writing and shall be effective only upon actual delivery by Federal Express or other overnight courier service that keeps records of its deliveries. For purposes of this Section 7, the term "Business Day" shall mean a day on which commercial banks are not authorized or required by law to close in the state where the Property is located. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications. If either party requests or directs that notice be given to more than one addressee or address, then delivery to one shall be deemed delivery to all.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Lender, Tenant and Landlord and their respective successors and assigns.

9. Governing Law. This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State where the Property is located and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State where the Property is located.


10. Miscellaneous. Headings or titles of paragraphs are for convenience only and should be used in construing this Agreement. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall relieve all signatories from their obligations hereunder. Whenever the context may

require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

11. Failure of Acceptance by Lender and Landlord. All of Tenant's agreements in this Agreement shall be void from their inception unless and until Tenant actually receives a fully executed original of this Agreement by means of and at the place for notice under this Agreement, on or before October 31, 2006.

12. Definitions. The term "Lender" as used herein shall include the successors and assigns of Lender and any person, party or entity which shall become the owner of the Property by reason of a foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise. The term "Landlord" as used herein shall mean and include the present landlord under the Lease and such landlord's predecessors and successors in interest under the Lease, but shall not mean or include Lender unless and until Lender succeeds to the interest of Landlord under the Lease.

[SIGNATURES COMMENCE ON THE NEXT PAGE.]

  
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IN WITNESS WHEREOF, Lender, Tenant and Landlord have duly executed this Agreement as of the date first above written.

**FINAL DOCUMENT**  
**Approved by AutoZone**  
**Legal & Business Personnel**  
nm CLA

TENANT:

AUTOZONE DEVELOPMENT  
CORPORATION, a Nevada corporation

By: Whitaker

Title: Vice President

By: Diana H. Hull

Title: DIANA H. HULL  
Vice President, Assistant Secretary  
& Assistant General Counsel

STATE OF TENNESSEE)

) ss.

County of SHELBY)

On this 31 day of August, 2006, before me personally appeared Wm. David Gilmore & Diana H. Hull, to me known to be the VP and VP, respectively, of AutoZone Development Corporation, who are personally known to me and whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.



Notary Public for Shelby TN  
My commission expires:

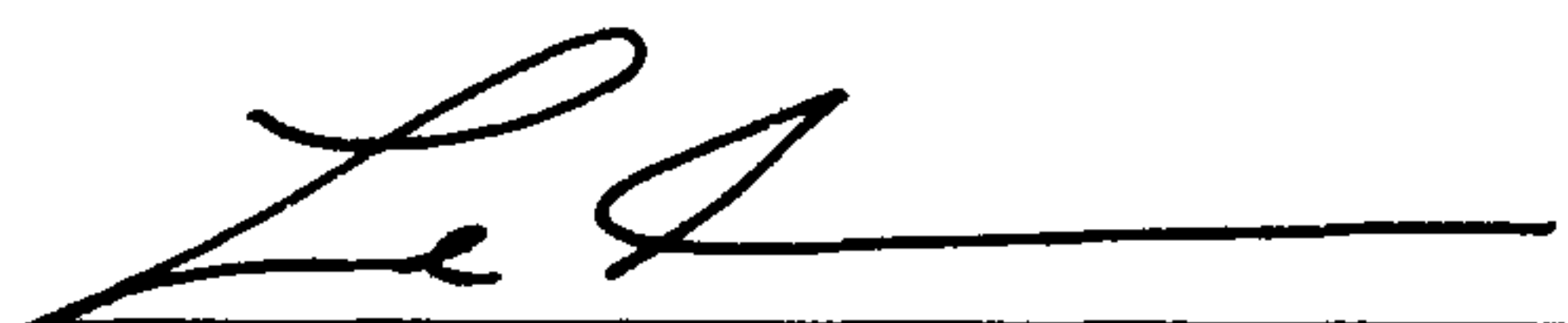
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**BORROWER/Landlord:**

PELHAM RETAIL INVESTMENTS, LLC, an  
Alabama limited liability company

By: SHANNON INVESTMENT REALTY, LLC, an  
Alabama limited liability company, its Manager

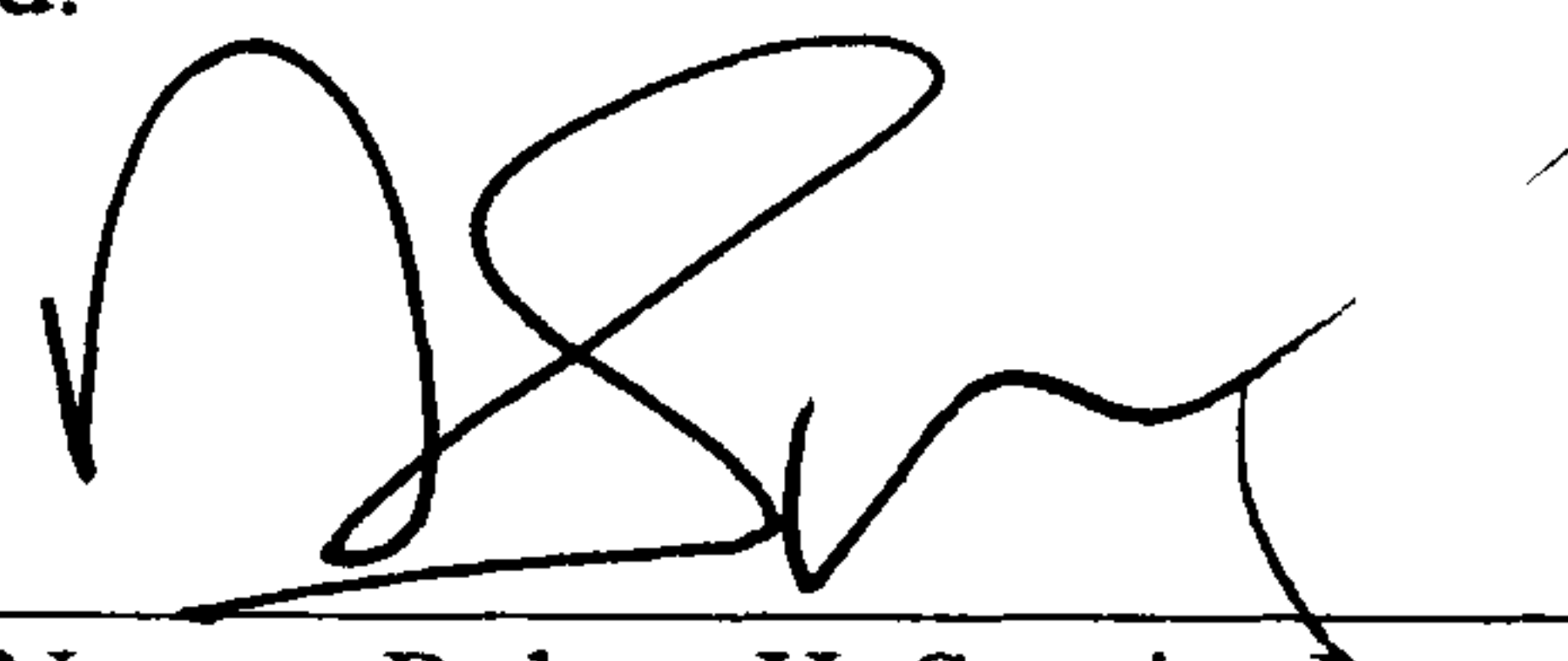
By:   
Name: Len B. Shannon, III  
Its: Manager

**ACKNOWLEDGMENT**

STATE OF ALABAMA        }  
                                      } ss.  
COUNTY OF JEFFERSON    }

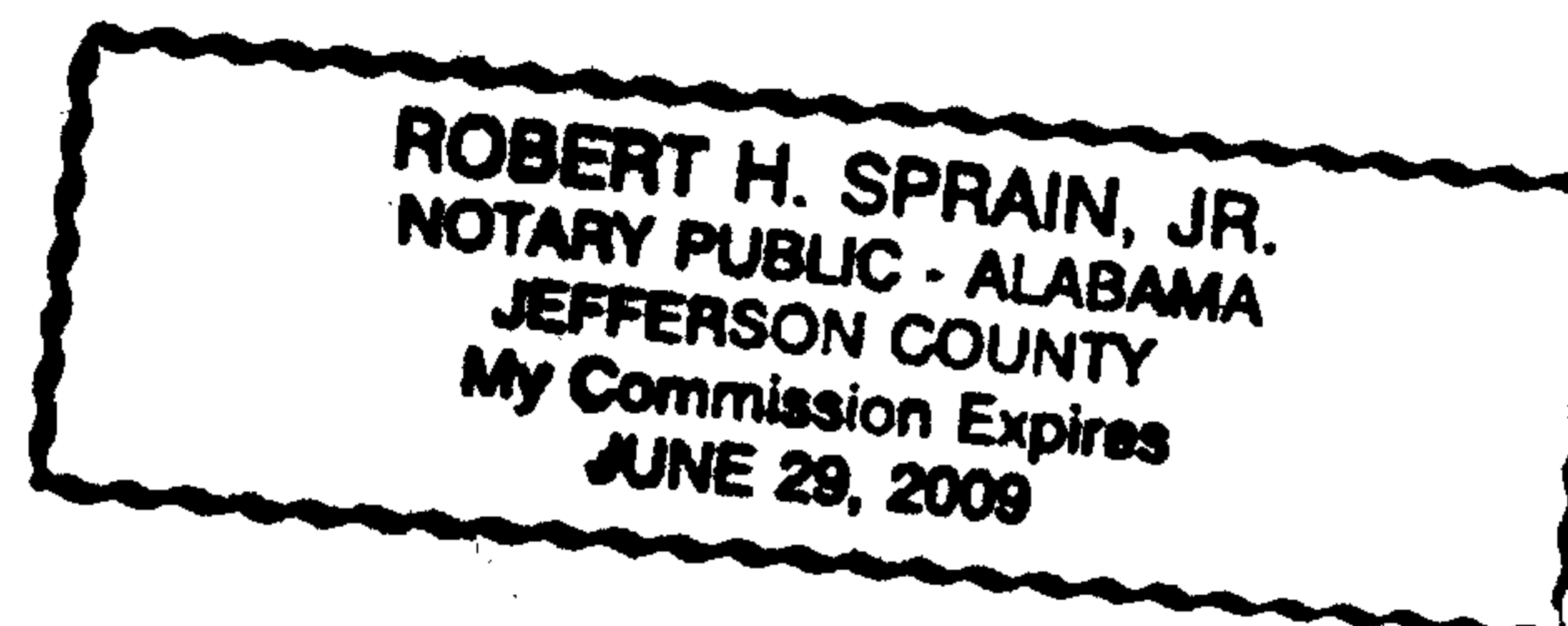
On this 18<sup>th</sup> day of September, 2006, the undersigned, a Notary Public in and for the said County and State, hereby certifies that before me personally appeared, Len B. Shannon, III, known to me or proved to me on the basis of satisfactory evidence, to be the Manager of Shannon Investment Realty, LLC, an Alabama limited liability company, Manager of PELHAM RETAIL INVESTMENTS, LLC, an Alabama limited liability company, who, having been duly authorized, executed the foregoing instrument as Manager on behalf of said limited liability company and acknowledged the due execution of the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein stated.

Witness my hand and Notarial Seal.



Print Name: Robert H. Sprain, Jr.  
County of Jefferson  
State of Alabama

My Commission Expires: 6/29/2009



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Lender:

LaSalle Bank, N.A.


By: [Signature]

Title: V.P.

State of IL  
County of COOK ) ss.

On this 15 day of Sept, 2006, before me personally appeared MARC BRASEC, to me known to be the V.P. of LaSalle Bank who is personally known to me (or who proved to me through satisfactory evidence of identification, which was a driver's license) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for the its stated purpose.

[Signature]  
Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

  
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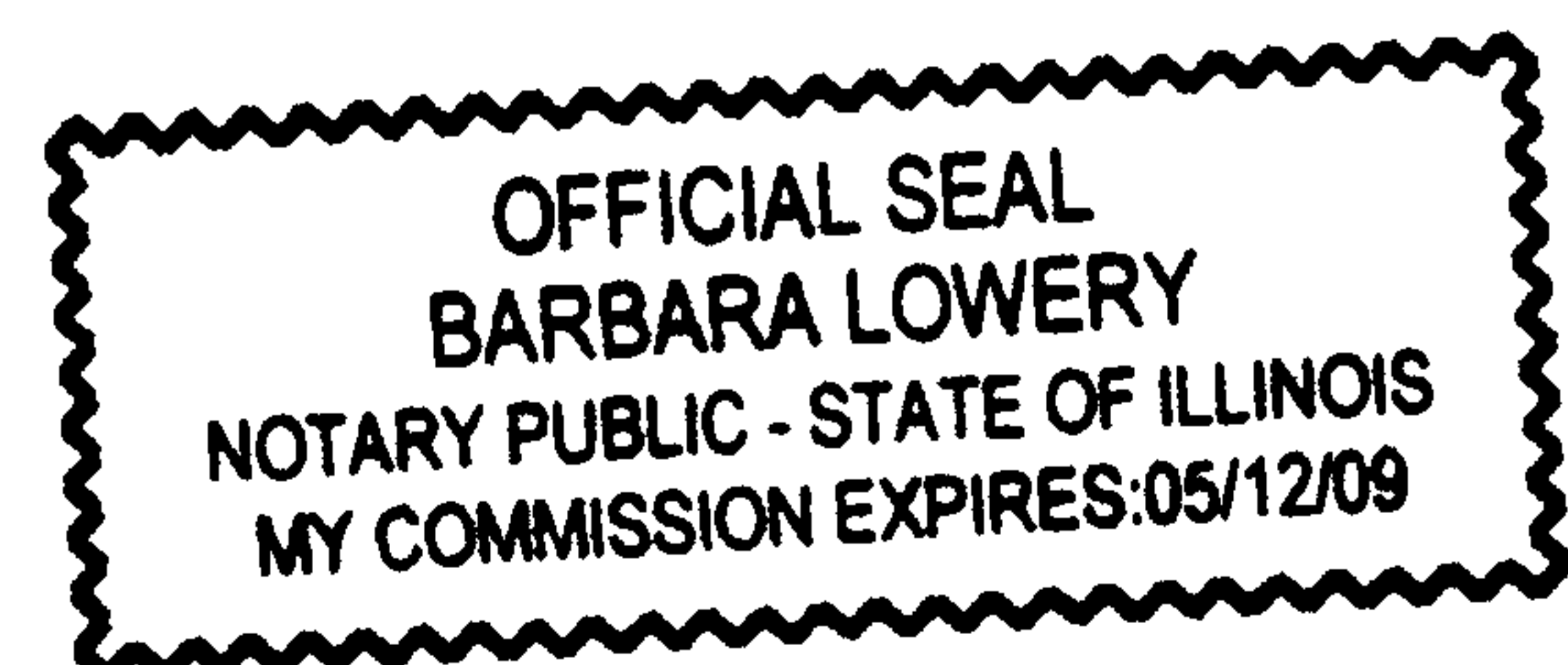



EXHIBIT A

Legal Description of Property

Lot 1 according to the Beers Addition to Pelham as recorded in Map Book 34 Page 13 in the Office of Township the Judge of Probate of Shelby County, Alabama.

  
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