

STATE MS.-DESOTO CO.
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THIS INSTRUMENT PREPARED BY:
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BK 80 PG 728
W.E. DAVIS CH. CLK.

STATE OF MISSISSIPPI)
 :
COUNTY OF DESOTO)

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made and entered into as of the 15 day of February, 1999 by and between **AMSOUTH BANK** ("Bank"), **HARCO, INC.** ("Tenant") and **MAUI PROPERTIES, L.L.C.** ("Borrower").

R-E-C-I-T-A-L-S:

Borrower is the owner of the land more particularly described on Exhibit "A" attached hereto ("Land") and the building and other improvements ("Improvements") which are located upon the Land. Borrower, as Landlord, has entered into a Lease Agreement with Harco, Inc., as Tenant, for the Land and Improvements ("Harco Lease"). On this date and pursuant to the terms and provisions of a Promissory Note and Mortgage, Borrower has borrowed from Bank the sum of One Million, Two Hundred Ninety Thousand (\$1,290,000.00) Dollars ("Loan") for the purpose of financing the Borrower's purchase of the Land and the Improvements. As a condition for the Loan, Borrower has assigned the Harco Lease to Bank and Bank must require Tenant to agree that the Bank's interest in the Land and Improvements pursuant to the Mortgage and the Assignment of Leases, Rents and Profits is prior and superior to Tenant's interest in the Land and Improvements under the terms of the Harco Lease. Tenant has agreed to subordinate its interest in the Land and Improvements to the interest of Bank provided Bank recognizes Tenant's possession of the Land and Improvements and further provided that Bank agrees that Tenant's rights and privileges under the Harco Lease shall not be disturbed by reason of or in the event of a default by Borrower in the payment of the Loan or the performance of Borrower's obligations to Bank.

NOW, THEREFORE, for and in consideration of the Loan, the premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, Bank, Borrower and Tenant do covenant and agree as follows:

1. Borrower and Tenant hereby agree with Bank that the terms, conditions and provisions of the Harco Lease and any renewals, extensions, modifications or replacements thereof shall be and are completely and unconditionally subject and subordinate to the interest of Bank pursuant to the Mortgage and the Assignment of Leases, Rents and Profits executed by Borrower to Bank on this date.
2. Bank hereby agrees with Tenant that so long as no event of default on the part of Tenant under the Harco Lease shall exist that would entitle Borrower to terminate the Harco Lease; or if such event of default shall exist and so long as Tenant's time to cure same shall not have expired, then Tenant's rights of possession for the Land and Improvements and other rights arising out of the Harco Lease will be fully recognized by Bank and shall not be disturbed, cancelled, modified or otherwise affected by reason of a default by Borrower in the payment of the Loan or in the performance of Borrower's obligations to Bank which might result in actions or proceedings instituted by Bank to foreclose the Mortgage or exercise Bank's rights under the Assignment of Leases, Rents and Profits.

3. In the event of a default by Borrower in the payment of the Loan or the performance of Borrower's obligations to Bank and if Bank takes possession of the Land and Improvements, either as a result of a foreclosure of the Mortgage or the exercise by Bank of its rights under the Assignment of Leases, Rents and Profits, or otherwise, or if the Land and Improvements shall be purchased at a foreclosure sale by a third party, Tenant shall attorn to Bank or such third party, as appropriate, and recognize Bank or such third party as its landlord under the Harco Lease and Bank or such third party will recognize and accept Tenant as its tenant thereunder, whereby the Harco Lease shall continue in full force and effect for the full term thereof, together with all extensions and renewals thereof; and subject to all of Borrower's obligations as Landlord under the Harco Lease with the same force and effect as if Bank or such third party was originally named therein as the landlord.

4. The covenants and agreements contained herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Bank, Borrower and Tenant have each caused this Subordination, Non-Disturbance and Attornment Agreement to be executed by their duly authorized officers in multiple counterparts, each of which shall be deemed an original.

AMSOUTH BANK

By: [Signature]
As Its: SVP

MAUI PROPERTIES, L.L.C.

By: Ronald P. Harris
As a Member and a Manager

STATE OF ALABAMA)
)
TUSCALOOSA COUNTY)

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Kevin McMahon, who acknowledged that he is Senior Vice President of AmSouth Bank and that for and on behalf of the said AmSouth Bank, and as its act and deed, he signed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said AmSouth Bank so to do.

GIVEN under my hand and official seal, this 16 day of February, 1999.

[Signature]
Notary Public
My Commission Expires: 08-21-2001



STATE OF ALABAMA)
 :
TUSCALOOSA COUNTY)

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Ronald P. Harrison, who acknowledged that he is a Member and Manager of Maui Properties, L.L.C., an Alabama Limited Liability Company, and that for and on behalf of the said Limited Liability Company, and as its act and deed, he signed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said Limited Liability Company so to do.

GIVEN under my hand and official seal, this 16 day of February, 1999.

Shirlette Payne
Notary Public
My Commission Expires: 1/28/01



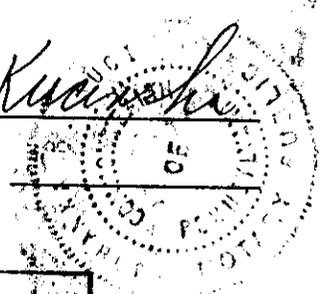
HARCO, INC.

By: [Signature]
As Its: Senior Vice President

STATE OF PA)
Phila COUNTY)

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Elliot S. Gerson, who acknowledged that he is Senior Vice President of Harco, Inc. and that for and on behalf of the said Harco, Inc., and as its act and deed, he signed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said Harco, Inc. so to do.

GIVEN under my hand and official seal, this 17 day of February, 1999.

Johanna M. Kucinski
Notary Public
My Commission Expires: _____


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NOTARIAL SEAL
JOHANN M. KUCINSKI, Notary Public
City of Philadelphia, Phila County
My Commission Expires Aug. 14, 2000

BOOK 80 PAGE 732

STORE #7398

EXHIBIT A

LOT 2A, FIRST REVISION, TO THE FINAL PLAT OF SECTION A, CENTER CITY COMMERCIAL SUBDIVISION IN SECTION 28, TOWNSHIP 1 SOUTH, RANGE 8 WEST, CITY OF HORN LAKE, DESOTO COUNTY, MISSISSIPPI, AS SHOWN BY PLAT APPEARING OF RECORD IN PLAT BOOK 62, PAGES 3 AND 4, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED IN METES AND BOUNDS AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHEASTERN CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 8 WEST AND RUNNING ALONG THE SOUTH LINE OF SECTION 28 N 89°48'06" W FOR A DISTANCE OF 1470.18 FEET MORE OR LESS TO A POINT; THENCE LEAVING SECTION LINE AND RUNNING 00°11'55" E FOR A DISTANCE OF 50.81 FEET MORE OR LESS TO AN IRON PIN FOUND ON THE NORTHERN RIGHT-OF-WAY OF MS. HWY. 302 WHICH IS THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, WHICH IS THE SOUTHWEST CORNER OF LOT 2A, SECTION 'A' OF THE CENTER CITY COMMERCIAL SUBDIVISION RUNNING WITH THE PROPERTY OF HUGH DANCY IRREVOCABLE TRUST FOR TWO CALLS TO-WIT: N 00°07'43" E FOR A DISTANCE OF 215.27 FEET TO AN IRON PIN; THENCE N 89°39'35" E FOR A DISTANCE OF 291.48 FEET TO AN IRON PIN IN THE WESTERN RIGHT-OF-WAY LINE OF TULANE ROAD; THENCE WITH SAID RIGHT-OF-WAY S 00°05'39" W FOR A DISTANCE OF 180.38 FEET TO AN IRON PIN; THENCE CONTINUING WITH SAID RIGHT-OF-WAY OF TULANE ROAD ON A NON-RADIAL CURVE TO THE RIGHT A CHORD BEARING AND DISTANCE OF S 44°50'45" W FOR A DISTANCE OF 49.36 FEET (R=35.00', L=54.78') TO AN IRON PIN IN THE NORTH RIGHT-OF-WAY LINE OF GOODMAN ROAD - MS. HWY. 302; THENCE WITH THE NORTH RIGHT-OF-WAY LINE OF GOODMAN ROAD S 89°38'15" W FOR A DISTANCE OF 256.86 FEET TO THE POINT OF BEGINNING. CONTAINS 1.43 ACRES MORE OR LESS.

BEING THE SAME PARCEL CONVEYED TO HARCO, INC. BY DEED FROM ALICE HARPER DANCY, EXECUTRIX UNDER THE LAST WILL AND TESTAMENT OF HUGH DANCY, DECEASED, DATED SEPTEMBER 9, 1998, RECORDED SEPTEMBER 10, 1998 AT BOOK 339 PAGE 461 IN OFFICE OF CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, WHICH DEED WAS EXECUTED AND DELIVERED PURSUANT TO AUTHORITY CONTAINED IN ORDER OF CHANCERY COURT OF DESOTO COUNTY, MISSISSIPPI, DATED MAY 11, 1998, IN CAUSE 98-4-452 IN THE CHANCERY COURT OF DESOTO COUNTY, MISSISSIPPI.