P 2/14/07 9:49:30
BK 118 PG 465
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

WHEN RECORDED, RETURN TO:

Midwest Business Capital
1550 Old Henderson Rd. Suite S-150
Columbus OH 43220
Attn: Ann O'Halloran
614-225-9730

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT AND ESTOPPEL CERTIFICATE

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") is made and executed as of the 12th day of February, 2007 by and between MIDWEST BUSINESS CAPITAL, a division of United Midwest Savings Bank, located at 1550 Old Henderson Rd, Ste S-150, Columbus OH 43220 ("Lender"), Rumler Development, LLC located at 1090 Main St. Southaven MS 38671 ("Tenant"), and RADTLAR PROPERTIES, LLC located at 7724 Richland Drive, Southaven MS 38671 ("Landlord")

COMMERCIAL GROUND LEASE. Landlord and Tenant have executed and entered into a Commercial Ground Lease Agreement dated April 15, 2005 (the "Lease") whereby Tenant has agreed to lease the real property situated in Southaven, DeSoto County, Mississippi, to-wit: Building D, located at the far Northwest corner of the property located at 1090 Main Street, Southaven MS 38671, thereon and more particularly described below (the "Property"):

See attached Exhibit "A"

LENDER'S FINANCIAL ACCOMODATION TO BORROWER. On the condition that the Lease and all of Tenant's right in the Property (the "Lease Rights") be subordinated as provided below, Lender has agreed to make a loan (the "Loan") to Landlord which is evidenced by various loan documents (together, the "Loan Documents").

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Lender, Landlord and Tenant agree as follows:

1. Estoppel Certificate. Lender is relying on all of the following certifications and agreements of Tenant as consideration for Lender executing this Agreement and in the making of the Loan and Tenant hereby certifies to and agrees with Lender that as of the date of this Agreement:

Eric

6

a. The Lease is in full force and effect and is the valid and binding obligation of Tenant, enforceable in accordance with its terms and all requirements for the commencement and validity of the Lease have been satisfied.

b. Neither Tenant nor Landlord is in default under the Lease and no event has occurred and no condition exists, which with the giving of notice, the passage of time, or both, would constitute a default by Tenant or Landlord under the Lease.

c. There are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Lease and no claim by Tenant of any nature exists against Landlord under the Lease. All obligations of Landlord have been fully performed.

d. None of the rent which Tenant is required to pay under the Lease has been prepaid, or will in the future be prepaid, more than one month in advance and Tenant has no right or option contained in the Lease or in any other document to purchase all or any portion of the Property.

e. The Lease has not been modified, terminated, or amended, and the provisions of the Lease relating to rental amount, duration or any provision set forth herein shall not after the date of this Agreement by modified, terminated, or amended without Lender's prior written consent. Any attempted modification, termination, or amendment of such provisions without the prior consent of Lender shall be void.

f. Tenant has not assigned, mortgaged, sublet, encumbered or otherwise transferred any or all of its interest under the Lease and during the term of the Loan, agrees to not assign, mortgage, sublet, encumber, or otherwise transfer any or all of its interest under the Lease without Lender's prior written consent.

2. Subordination to Loan Documents. Notwithstanding anything in the Lease to the contrary, the Lease and Lease Rights are hereby made subject to and subordinate to the Loan Documents and the liens created by the Loan Documents, including all renewals, modifications, consolidations, replacements, and extensions of the Loan and any of the Loan Documents, and any future lien or liens affecting the Property held by or made for the benefit of Lender. Tenant will not cause the Lease to be subordinated to any interests other than those held by or made for the benefit of Lender, and its successors and assigns, without the prior written consent of Lender.

3. Acknowledgement of Assignment of Rents. In the event that Lender notifies Tenant of a default under any of the Loan Documents and demands that Tenant pay its rent and all other sums due under the Lease to Lender, Tenant shall honor such demand and pay its rent and all other sums due under the Lease directly to Lender or as otherwise required pursuant to such notice. Landlord hereby expressly authorizes Tenant to make such payments to Lender, and

hereby releases and discharges Tenant from any liability to Landlord after receipt of such notice from Lender.

4. Notice and Opportunity to Cure. Tenant agrees to deliver to Lender, within five (5) days of delivery to Landlord, a copy of all notices and other documents delivered to Landlord in connection with the Lease, specifically including, but without limitation, any notices of default or termination. If any default occurs under the Lease, Lender shall have the right for a period of sixty (60) days after receipt of notice of the default from Tenant to cure such default. If the nature of the default is such that it cannot reasonably be cured within such sixty (60) day period, then Lender shall have such longer period as is reasonably necessary to cure such default. No default shall be deemed to exist under the Lease so long as Lender is seeking, in good faith, to cure the default.

5. Non-Disturbance. In the event the foreclosure, sale or transfer of the Property (collectively, a "Transfer"), then so long as Tenant complies with this Agreement and is not in default under the Lease, Lender shall not join Tenant in any foreclosure proceeding, unless such joinder is necessary, in Lender's discretion, to complete the foreclosure, nor shall Lender disturb the possession of Tenant. In the event of a Transfer, Lender or any successor owner of the Property resulting from Transfer will perform and be bound by all of the obligations imposed on Landlord by the Lease for the balance of the term of the Lease, as long as no event of default has occurred under the Lease.

6. Attornment. Tenant hereby agrees to attorn to, adhere to and accept any such successor owner, including Lender, as landlord under the Lease, and to be bound by and perform all of the obligations imposed by the Lease, such attornment to be self-operative without the execution of any further instruments, upon a Transfer of the Property.

7. No Liability for Lender. Lender, or any successor owner of the Property resulting from a Transfer, shall not be (a) liable for any obligations under the Lease which arise or accrue prior to a Transfer or which arise or accrue at any time after Lender ceases to be the owner of the Property; (b) liable for any damages or other relief attributable to any act or omission of a prior landlord, including Landlord; (c) liable for any damages or other relief attributable to any latent or patent defect in the Property; (d) subject to any offsets or defenses which Tenant might have against any prior landlord; (e) bound by any security deposit, cleaning deposit or other prepaid charge which Tenant might have paid in advance to any prior landlord; (f) liable for any indirect or consequential damages, including loss of sublet rentals, loss of profits, or damage to goodwill or reputation. Nothing in this Agreement is intended to constitute an agreement by Lender to perform any obligation of Landlord as landlord under the Lease prior to the time Lender obtains title to the Property by Transfer or otherwise obtains possession of the Property pursuant to the terms of the Loan Documents.

8. Acknowledgment and Agreement by Landlord. Landlord acknowledges and agrees for itself and its heirs, successors, and assigns that this Agreement does not constitute a waiver by Lender of any of its rights under the Loan Documents and does not in any way release Landlord from its obligations to comply with the Loan Documents. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender.

9. Miscellaneous. This Agreement is and shall be binding upon and shall inure to the benefit of Landlord, Tenant, Lender and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and the Parties agree to submit to the jurisdiction and the courts of Franklin County, Ohio. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to the Agreement shall be effective unless given in writing and signed by all of the parties. All notices shall be in writing and shall be deemed to have been sufficiently given or served when personally delivered or when deposited in the United States mail, by registered or certified mail, addressed to the addresses set forth in this Agreement. Upon the occurrence of a default under this Agreement, the defaulting party shall pay all reasonable attoreny's fees and costs incurred by the non-defaulting party to enforce this Agreement.

EXECUTED as of the day and year first above written.

LENDER
MIDWEST BUSINESS CAPITAL,
A division of United Midwest Savings Bank

By: _____

Its: President & CEO

LANDLORD
RADTLAR PROPERTIES, LLC

By: _____

Its: CHIEF MANAGER

TENANT
RUMLER DEVELOPMENT, LLC

By: _____

Its: Member

165185-1

STATE OF OHIO)
: ss.
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 8th day of February, 2007, by Joseph M. Arie President and CEO of MIDWEST BUSINESS CAPITAL, a division of United Midwest Savings Bank.

M. Ann O'Halloran
Notary Public
State of Ohio
My Commission Expires
July 7, 2008

By: M. Ann O'Halloran

Notary Public in and for the State of _____ My commission expires: July 7, 2008

STATE OF Mississippi)
)SS
COUNTY OF DeSoto)

The foregoing instrument was acknowledged before me this 12th day of February, 2007 by Alison Rumler, the Managing Partner of RADTLAR PROPERTIES, LLC.

By: [signature]

Notary Public in and for the State of _____ My commission expires: [illegible]

STATE OF Mississippi)
)SS
COUNTY OF DeSoto)

The foregoing instrument was acknowledged before me this 12th day of February, 2007 by Roderick M. Rumler the Member of Rumler Development, LLC.

By: [signature]

Notary Public in and for the State of _____ My commission expires: [illegible]

165185-1

EXHIBIT A

Commencing at a point in the centerline of Stateline Road (Main Street), said point being the intersection of a North-South line extended through the Northeast corner of Lot 2, L.H. Poppenheimer, Whitehaven View Resubdivided Lots 1-38, 25-27, 4TH Addition Section "A" and the Northeast corner of Lot 47, L.H. Poppenheimer, Whitehaven View Resubdivided Lot 4-68, 8-24, 4TH Addition, Section "A", said North-South line being the East line of Section 14, Township 1 South, Range 8 West, and said commencing point being the Southeast corner of Section 14, Township 1 South, Range 8 West; Thence South 89-35'00" West a distance of 129.93 feet to a point in the intersection of the centerlines of Stateline Road and Millbranch Drive; Thence South 89-35'00" West a distance of 155.47 feet to a point in the centerline of Stateline Road; Thence North 00-25'00" West a distance of 40 feet to a point, passing an ½½" iron pin found at 37.76 feet, on the North right of way of Stateline Road; Thence South 89-35'00" West, along said right of way a distance of 349.20 (C) 349.76 (M) feet to an ½½" iron pin; Thence North 01-02'00" West a distance of 529.60 feet to a point, said point being the true point of beginning; Thence continue North 01-02'00" West a distance of 90.41 feet to a point; Thence North 89-31'17" East a distance of 110.46 feet to a point; Thence South 01-02'00" East a distance of 90.41 feet to a point; Thence South 89-31'17" West a distance of 110.46 feet to the point of beginning containing 10,018.80 square feet or 0.23 acres more or less. Subject to rights of ways of public roads and utilities, zoning and subdivision regulations in effect for the City of Southaven and DeSoto County, Mississippi. There is a 10 foot wide ingress-egress easement Reserved over and across the existing asphalt drive and parking area from Stateline Road to the South line of the above described tract as indicated on the survey plat.

INDEXING INSTRUCTIONS: A tract of land located in the SE 1/4 of Section 14, Township 1 South, Range 6 West, DeSoto County, Mississippi.