

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, is made as of this ^{21st} day of June, 2007, by and among Frank Kirk and Lynn Kirk, sole Trustees of The Frank and Lynn Kirk Revocable Trust, created pursuant to that certain Restated Declaration of Trust dated December 26, 2000 ("Lessor"), and Heartland Automotive Services II, Inc., a Delaware corporation ("Lessee"), and TCF National Bank, a national banking association ("Lender").

WITNESSETH:

1. Lessee is lessee under that certain Lease given by Commerce Automotive Realty of Texas, Ltd., a Texas limited partnership dated July 7, 2003 (the "Lease") relating to a property situated at 1652 Goodman Road West, Horn Lake, Mississippi, as legally described on the attached Exhibit A (the "Property").
2. Lessor has subsequently acquired the Property.
3. Lender intends to make a loan to Lessor secured by a Land Deed of Trust covering the Property dated June 21, 2007 given by Lessor in favor of Lender (the "Deed of Trust").

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration and in order to induce the Lender to advance funds upon the Deed of Trust, and in full knowledge of Lender's reliance on Lessee's representations and agreements contained in this Agreement, the parties hereby agree as follows:

1. Subordination. Lessee does hereby covenant and agree with Lender that the Deed of Trust shall in all respects be prior and superior to the Lease, notwithstanding the fact that the Lease was executed prior to the execution and recordation of the Deed of Trust, and that all right, title and interest acquired by Lender either by foreclosure proceedings, by deed in lieu of foreclosure, or otherwise shall be prior and superior to any and all right, title and interest heretofore or hereafter acquired by Lessee under the Lease
2. NonDisturbance. Notwithstanding anything contained herein to the contrary, so long as Lessee is not in default (beyond any notice and period given Lessee to cure such default) in the payment of monthly rental and all other impositions or charges under the Lease, or in the performance of any covenants, agreements, and conditions to be performed by Lessee hereunder or under the Lease, that Lender and its successors or assigns shall not interfere, hinder, or molest Lessee's right to quiet enjoyment under the Lease, nor Lessee's right to continue to occupy the leased premises and conduct its business thereon in accordance with the terms of the Lease.
3. Attornment. Upon request of Lender, Lessee shall attorn to and recognize any purchaser or transferee who acquires title to the Property pursuant to foreclosure of the Deed of Trust or any proceeding in lieu thereof (all of such purchasers and transferees, whether one or more, shall be referred to herein as the "Purchaser"), and the successors and assigns of such

Purchaser, as its landlord for the unexpired balance (and extensions, if exercised) of the term of the Lease upon the same terms and conditions set forth in the Lease.

4. Payment of Rent. Upon receipt of notice from the Lender that there is a default in the terms and conditions of the Deed of Trust or note secured thereby, Lessee will pay to the Lender the rent and charges due pursuant to the Lease to Lessor until further notice from the Lender that said default has been cured. Neither Lender nor any Purchaser shall be liable for any rent or additional rent which Lessee might have paid for more than the current month to any prior landlord unless actually paid over by Lessor or any prior landlord to Lender or any such Purchaser.

5. Release. Except as set forth below, Lessee hereby releases Purchaser from liabilities for any and all acts or omissions of the Lessor occurring prior to the time that such Purchaser acquires title, but Lessee reserves its rights to enforce the Lease against the Purchaser with respect to any periods during which the Purchaser holds title to the Property. Neither Lender nor any Purchaser shall be liable or bound to Lessee for any act or omission of any prior landlord, or subject to any offsets or defenses which Lessee might have against any prior landlord, it being understood, however, that Lender or any such Purchaser shall be required to cure any defaults of Lessor of a continuing nature (e.g. repair and maintenance obligations), but Lender or any such Purchaser shall not be liable for any damages arising from defaults on the part of Lessor which occurred prior to Lender or Purchaser taking title to and possession of the Property.

6.. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Counterparts. This Agreement may be executed in any number of counterparts and each counterpart when executed and included with the others will be considered as one document.

STATE OF California)
COUNTY OF Santa Barbara) ss.

The foregoing instrument was acknowledged before me this 21st day of June, 2007, by Frank Kirk and Lynn Kirk, sole Trustees of The Frank and Lynn Kirk Revocable Trust, on behalf of the trust.



Notary Public

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss.



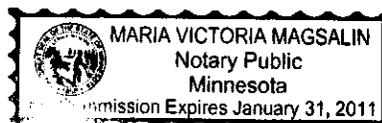
The foregoing instrument was acknowledged before me this 22nd day of June, 2007, by Paul S. Bauer and Barbara M. DeVahl, the Vice Pres. and Vice Pres. of TCF National Bank, , a national banking association, on behalf of the association.

Maria Victoria MagSalin

Notary Public

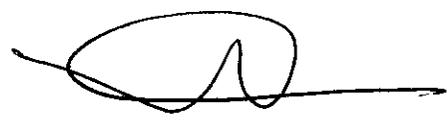
This instrument was drafted by:

FOLEY & MANSFIELD, P.L.L.P.
250 Marquette Avenue, Suite 1200
Minneapolis, Minnesota 55401



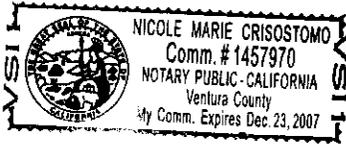
STATE OF California
COUNTY OF Santa Barbara

PERSONALLY appeared before me, the undersigned authority in and for said County and State, on this 21st day of June 2007, within my jurisdiction, the within named Frank Kirk and Lynn Kirk, who acknowledged that as Trustees of the Frank and Lynn Kirk Revocable Trust and that in said capacity each of them have executed the above and foregoing instrument.



NOTARY PUBLIC

My Commission expires:
December 23, 2007



STATE OF California
COUNTY OF Santa Barbara

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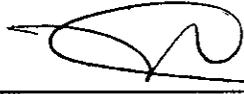


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EXHIBIT A

Legal Description

Lot 9, Fifth Revision Stansell Square 3-Lot Subdivision in Section 26, Township 2 South, Range 8 West, City of Horn Lake, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 82, Page 23, in the office of the Chancery Clerk of DeSoto County, Mississippi.