

Prepared by:
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Memphis, Tennessee 38119
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Return after recording to:
Branch Banking and Trust Company
c/o Tracey Harton, Attorney at Law
McClure & Kornheiser, LLC
6400 Powers Ferry Road
Suite 150
Atlanta, Georgia 30339

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT (the "Agreement") is made as of this 27 day of October, 2008, among **Shahid Ahmad**, a Tennessee resident ("Tenant"), **Georgia Commercial Stores, Inc.**, formerly known as Ga. C-Store, Inc., a Georgia corporation ("Landlord"), and **Branch Banking and Trust Company**, a North Carolina banking corporation ("Bank").

RECITALS:

A. By that Lease Agreement dated June 22, 2006 by and between Landlord and Rehan Sajid ("Lease"), which was assigned by Rehan Sajid to the Tenant by a certain Assignment and Assumption Agreement dated February 6, 2008, Tenant has leased from Landlord the property described on Exhibit A attached hereto and incorporated herein by reference ("Property").

B. The Bank has made or agreed to make a loan to the Landlord in a principal amount not to exceed \$5 million to be secured, in part, by a encumbering the Property ("Security Deed").

C. The Tenant and the Bank desire to confirm their understanding with respect to the Lease and the Security Deed.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Bank and the Tenant agree and covenant as follows:

1. So long as the Tenant is not in default (beyond any cure period) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease, or is not in default under this Agreement, the Tenant's possession of Property described in the Lease and the Tenant's rights and privileges under the Lease, or any extensions or renewals which may be effected in accordance with any option in the Lease, shall not be diminished or interfered with by the Bank and the Tenant's occupancy of the Property shall not be disturbed by the Bank for any reason whatsoever during the term of the Lease or any extensions or renewals thereof.

2. If the interests of the Landlord are transferred to and owned by the Bank by reason of foreclosure or other proceedings brought by it or by any other manner, and the Bank succeeds to the interest of the Landlord under the Lease, the Tenant shall be bound to the Bank under all of the terms, covenants and conditions of the Lease for the balance of the term remaining and any extensions or

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renewals which may be effected in accordance with any option in the Lease, with the same force and effect as if the Bank were the Landlord under the Lease. The Tenant does hereby attorn to the Bank as its Landlord, such attornment to be effective and self-operative without the execution of any further instruments on the part of either of the parties immediately upon the Bank succeeding to the interest of the Landlord under the Lease. The Tenant, however, shall be under no obligation to pay rent to the Bank, as the Landlord, pursuant to this Agreement until the Tenant has received notice from the Bank that it has succeeded to the interests of the Landlord under the Lease, or that the Bank has exercised its rights under any assignment of leases and rents from Landlord.

3. If the Bank should succeed to the interest of the Landlord under the Lease, the Bank shall be bound to the Tenant under all terms, covenants and conditions of the Lease, and the Tenant shall, from and after the Bank's succession to the interest of the Landlord under the Lease, have the same remedies against the Bank for the breach of an agreement contained in the Lease that the Tenant might have had under the Lease against the Landlord if the Bank had not succeeded to the interest of the Landlord. The Bank, however, shall not be:

- (a) liable for any act or omission of any prior landlord (including the Landlord); or
- (b) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord) unless Bank has received prior written notice thereof from Tenant; or
- (c) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord); or
- (d) bound by any amendment or modification of the Lease made without the Bank's consent; or
- (e) obligated to construct or finish the construction of any improvements on the Property, unless it expressly assumes such obligation in writing after it succeeds to the interest of the Landlord under the Lease.

4. The Lease now is, and shall at all times continue to be subject and subordinate to the Security Deed and to any and all renewals, modifications and extensions thereof, but any and all such renewals, modifications, additional advances, and extensions shall be subject to and entitled to the benefits of the terms of this Agreement. The Tenant agrees to execute such other and further appropriate estoppel certificates as may be requested by the Bank in connection with any such renewals, modifications, and extensions.

5. The Tenant and Landlord shall not agree to any alteration, modification, amendment, waiver or termination of the Lease without first obtaining the Bank's prior written consent.

6. The Tenant shall notify the Bank, by registered or certified mail, return receipt requested, of any default under the Lease on the part of the Landlord which would entitle the Tenant to cancel the Lease or to abate the rent payable thereunder, and agrees that notwithstanding any provision of the Lease, no notice of the cancellation thereof, nor any abatement shall be effective unless the Bank has received notice and has failed, within 30 days of the receipt thereof, to cure such default, or if such default is of a nature which requires a greater length of time to cure, has failed to commence and to diligently prosecute the cure of the Landlord's default which gave rise to such right of cancellation or abatement.

7. Except in strict compliance with all applicable environmental laws and regulations, the Tenant shall not use the Property for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, treatment, or waste, and

Tenant shall indemnify and hold Landlord and Bank harmless from any and all costs, expenses, losses, actions, suits, claims, judgments, and any other liability whatsoever, including without limitation, attorneys' fees and costs, in connection with a breach by Tenant of any federal, state or local environmental protection laws and regulations.

8. All notices hereunder shall be in writing and shall be sufficient if sent by, first-class registered or certified mail, postage prepaid, return receipt requested as follows:

If to the Bank:

Branch Banking and Trust Company
P.O. Box 1290
Whiteville, North Carolina 28472

With copy to:

Tracey Harton, Attorney at Law
McClure & Kornheiser, LLC
6400 Powers Ferry Road
Suite 150
Atlanta, Georgia 30339

If to the Tenant:

Shahid Ahmad
781 Stateline Road
Southaven, Mississippi 38671

If to the Landlord:

Georgia Commercial Stores, Inc.
1707 Mt. Vernon Road, Suite D
Dunwoody, Georgia 30338

With copy to:

Mark J. Grai, Attorney at Law
The Winchester Law Firm
6060 Poplar Avenue, Suite 295
Memphis, Tennessee 38119

or to such other addresses of which notice has been given as provided above.

9. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

10. This Agreement may be recorded by the Tenant only with the prior written consent of the Bank.

11. This Agreement is governed by the laws of the State of Tennessee. Time is of the essence of this Agreement.

12. Landlord enters into this Agreement for the purpose of acknowledging the signing and delivery thereof by the above parties and for the purpose of providing Landlord's consent and agreement to the matters stated herein which affect Landlord's interest in the Lease and the Property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal as of the day and year first above written.

BANK:

BRANCH BANKING AND TRUST COMPANY

By: Elora Bold
Its authorized officer
Printed name of officer: Elora Bold
Title: Assistant Vice President

TENANT:

A. Ahmad
SHAHID AHMAD

LANDLORD:

Georgia Commercial Stores, Inc.
(formerly known as Ga. C-Store, Inc.)
By: Ramzan Karimi 11/12/08
Ramzan Karimi, its President

STATE OF Georgia
COUNTY OF Fulton

Before me, a Notary Public in and for the said State and County, duly commissioned and qualified, personally appeared Elora Bold with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Asst. VP of BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation, the within named bargainer, and that he/she as such authorized officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

WITNESS my hand and official seal at office this the 13th day of November, 2008
[Signature]
NOTARY PUBLIC

My commission expires: _____

STATE OF TN
COUNTY OF Shelby

Before me, a Notary Public in and for the said State and County, duly commissioned and qualified, personally appeared SHAHID AHMAD, with whom I am personally acquainted and who, upon oath, acknowledged that he executed the foregoing instrument as his own free act and deed.

WITNESS my hand and official seal at office this the 27th day of October, 2008
[Signature]
NOTARY PUBLIC

My commission expires: _____

STATE OF Georgia
COUNTY OF DeKalb

Before me, a Notary Public in and for the said State and County, duly commissioned and qualified, personally appeared Ramzan Karimi, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the President of GEORGIA COMMERCIAL STORES, INC., formerly known as Ga. C-Store, Inc., a Georgia corporation, the within named bargainer, and that he as such authorized officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and official seal at office this the 15th day of April, 2008.

My commission expires: Nov 6, 2010

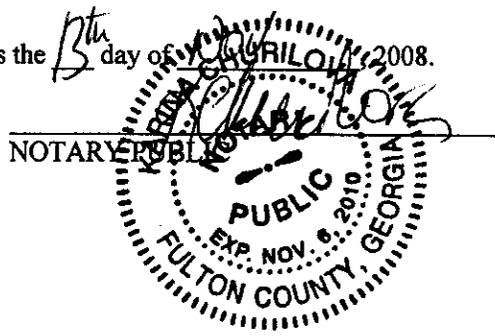


EXHIBIT "A"

781 STATELINE ROAD, SOUTHAVEN, MISSISSIPPI

Part of the Commercial 9.1166-acre tract as shown on the Section B Revised, Greenbrook Subdivision record plat in the Northeast Quarter of the Northeast Quarter of Section 19, Township 1 South, Range 7 West, Desoto County, Mississippi, being 0.57 acres, more or less, and more particularly described as follows:

Beginning at a 2-inch iron pipe in concrete on the south right-of-way line of Stateline Road at the northeast corner of the 4.57-acre Church Site tract as shown on the Section B Revised, Greenbrook Subdivision record plat (PB 8, Pg 51), said 2-inch iron pipe in concrete being 408.85 feet east of the intersection of said south right-of-way line with the apparent physical centerline of Greenbrook Parkway; thence run North 90°00'00" East a distance of 125.27 feet along said south right-of-way line to a 1/2-inch iron pipe at the northwesterly corner of the Space Center Enterprises, Inc. property (DB 350, Pg. 416); thence run South 00°11'22" West a distance of 200.00 feet along the westerly line of said Space Center Enterprises, Inc. property to a 1/2-inch iron bar; thence run North 89°56'04" West a distance of 124.95 feet along said Space Center Enterprises, Inc. westerly property line to a 1/2-inch iron bar at its intersection with a chain-link fence on the east line of said 4.57-acre Church Site tract and the United Methodist Church property (DB 145, Pg 558); thence run North 00°05'56" East a distance of 199.86 feet along said United Methodist Church east property line and generally along said chain-link fence to the Point of Beginning and containing 0.57 acres, more or less. The above description was written from and is hereby referenced to a plat of survey by Wages Surveying Company dated October 24, 2008.