

INDEXING INSTRUCTIONS:
Lot 4, Twin City Commons DeSoto S/D
Sec. 27, T1S, R7W, Plat Book 86, Pages 12-13

PREPARED BY & RETURN TO:
AUSTIN LAW FIRM, P.A.
ATTORNEYS AT LAW
6928 COBBLESTONE DRIVE, SUITE 100
SOUTHAVEN, MS. 38672
662-890-7575

SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT (this "**Agreement**") is made as of the 20th day of August, 2012, by and among Southern Bancorp ("**Lender**"), AutoZone Mississippi Properties, Inc., a Nevada Corporation, as assignee of AutoZone, Inc., a Nevada corporation ("**Tenant**"), and A-Z Holdings LLC ("**Landlord**").

RECITALS:

A. Lender is the present owner and holder or beneficiary of a certain mortgage or deed of trust (the "**Mortgage**") dated August 29, 2012 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 current holder of a leasehold estate in premises located at 3114 Goodman Road East, Southaven, Desoto County, Mississippi, under and pursuant to the provisions of a certain lease dated July 9, 2003, 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 party 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. In order to be effective, notices under this Agreement must be in writing. Notices shall be deemed to have been given only upon actual delivery by FedEx or other similar national courier service that keeps records of its deliveries, or upon refusal of the recipient to accept such delivery, or one day (exclusive of Saturdays or Sundays) after sender's attempt to send such a notice if not delivered due to recipient's failure to give a correct address for delivery by courier. Notices shall be addressed as follows:

If to Tenant: AutoZone Mississippi Properties, Inc.
AutoZone Department 8700
123 South Front Street
Memphis, TN 38103

If to Lender: Jeff Frazier
Southern Bancorp
6810 Crumpler Blvd., Suite 302
Olive Branch, MS 38654-1935

If to Landlord: Denise Hanson, CPM[®], RPA
Principal | Director of Property Management
Colliers International
400 W. Capitol Avenue, Suite 1200
Little Rock, AR 72201 United States

or addressed as such party may from time to time designate by written notice to the other parties. 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 not 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 November 30, 2012.

[SIGNATURES COMMENCE ON THE NEXT PAGE]

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

TENANT:

AutoZone Mississippi Properties, Inc., a Nevada Corporation

By: [Signature]

Title: Vice President

By: Rebecca W. Ballou

Title: Vice President

Approved for signing by Legal: [Signature]

STATE OF TENNESSEE)
) ss.
COUNTY OF SHELBY)

Before me, a Notary Public of the state and county mentioned, personally appeared, James C. Griffith and Rebecca W. Ballou, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Vice President and Vice President of **AutoZone Mississippi Properties, Inc.**, the within named bargainor, a corporation, and that as such James C. Griffith and Rebecca W. Ballou, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation by themselves as Vice President and Vice President.

WITNESS my hand and seal at my office in said county and state this 20 day of August, 2012.



Laura Sharpe
Notary Public

My commission expires: _____

LANDLORD:

A-Z Holdings LLC

By: Ken H

Title: Managing Member

STATE OF Arkansas
COUNTY OF Pulaski) ss.

On this 23rd day of August, 2012, before me personally appeared Kevin Hutchinson to me known to be the Managing Member of PARTNERS V, LLC, a Minnesota limited liability company, 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.

Karen Fleming
Notary Public for
11-1-12

My commission expires:

KAREN FLEMING
NOTARY PUBLIC-STATE OF ARKANSAS
PULASKI COUNTY
My Commission Expires 11-01-12

Lot 4, Twin City Commons DeSoto Subdivision, located in Section 27, Township 1 South, Range 7 West, DeSoto County, Mississippi as recorded in Plat Book 86 Pages 12-13 in the Office of the Chancery Clerk of DeSoto County, Mississippi.