

Prepared by and return to:  
Butler Snow, PLLC  
6075 Poplar Avenue, Suite 500  
Memphis, TN 38119-0102  
Attention: Geoffrey Hirsch  
Telephone: (901) 680-7200

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### SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement"), made this 31st day of December, 2012, is among TRIUMPH BANK (the "Lender"), SERVICE KING PAINT & BODY, LLC, a Texas limited liability company (the "Tenant"), and PCJ HOLDINGS, LLC, a Tennessee limited liability company (the "Landlord").

#### STATEMENT OF BACKGROUND:

Landlord and Tenant have entered into that certain lease agreement (the "Lease") described on *Schedule 1* attached hereto, relating to the premises described in *Exhibit A* attached hereto and by this reference made a part hereof (hereinafter referred to as the "Premises"). Lender has made a loan to Landlord in the original principal amount of \$3,595,441 (the "Loan"), secured by a mortgages and/or security deeds (the "Mortgage") and an assignment of leases and rents from Landlord to Lender covering certain property described therein, including the Premises. Tenant has agreed that the Lease shall be subject and subordinate to the Mortgage, provided Tenant is assured of continued occupancy of the Premises under the terms of the Lease.

#### STATEMENT OF AGREEMENT:

For and in consideration of the mutual covenants herein contained and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is hereby agreed as follows:

1. Subordination. Lender, Tenant and Landlord do hereby covenant and agree that the Lease, with all rights, options (including options to acquire or lease all or any part of the Premises), liens and charges created thereby, is and shall continue to be subject and subordinate in all respects to the Mortgage and to any renewals, modifications, consolidations, replacements and extensions thereof and to all advancements made thereunder (including, but not limited to,

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amendments or modifications that account for an increase in the amount of indebtedness secured thereby and/or the rate of interest that accrues on such indebtedness).

2. Non-Disturbance. Lender does hereby agree with Tenant that, in the event Lender exercises its rights under the Mortgage, including, without limitation, if Lender becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, or if Lender or any receiver takes possession of the Premises pursuant to the provisions of the Mortgage, then so long as Tenant complies with and performs its obligations under the Lease (after notice, if any, required by the Lease and the expiration of any applicable cure period), (a) the Lease shall continue in full force and effect as a direct Lease between the succeeding owner of the Premises and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease, for the balance of the term of the Lease, and Tenant's use, enjoyment and occupancy of the Premises shall not be disturbed, and (b) the Premises shall be subject to the Lease and Lender shall recognize Tenant as the tenant of the Premises for the remainder of the term of the Lease in accordance with the provisions thereof; provided, however, Lender shall not be subject to any claims, offsets or defenses which Tenant might have against any prior landlord (including Landlord), which is not paid to Lender, nor shall Lender be liable for any act or omission of any prior landlord (including Landlord), nor shall Lender be bound by any rent or additional rent which Tenant might have paid for more than the current month or any security deposit or other prepaid charge paid to any prior landlord (including Landlord) nor shall it be bound by any amendment or modification of the Lease made without its written consent, which consent shall not be unreasonably withheld, conditioned or delayed, nor shall it be liable for any representation, warranty or indemnity given by any prior landlord (including Landlord). Nothing contained herein shall prevent Lender from naming Tenant in any foreclosure or other action or proceeding initiated by Lender pursuant to the Mortgage to the extent necessary under applicable law in order for Lender to avail itself of and complete the foreclosure or other remedy.

3. Attornment. Tenant does hereby agree with Lender that, in the event Lender becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, then Tenant shall attorn to and recognize Lender as the landlord under the Lease for the remainder of the term thereof, and Tenant shall perform and observe its obligations thereunder, subject only to the terms and conditions of the Lease.

4. Notice of Default and Opportunity to Cure. Tenant acknowledges that Landlord has or will execute and deliver to Lender an assignment of the Lease as security for the Loan, and Tenant hereby expressly consents to such assignment. In the event Tenant sends any notice of default pursuant to or in connection with the Lease, Tenant agrees to simultaneously notify Lender thereof, in the manner required herein. Lender shall have the greater of (a) thirty (30) days after receipt of any notice of default to Landlord, or (b) such time to cure such default(s) as is provided to Landlord under the Lease (during which period Tenant shall not exercise any remedies available to it under the Lease, including, without limitation, any right of termination). Notwithstanding the foregoing, it is expressly agreed that, although Lender shall have the right under this Agreement to cure Landlord's defaults under the Lease, nothing herein shall be construed as requiring or obligating Lender to cure Landlord's defaults.

5. Lender's Responsibilities. Lender shall not, either by virtue of the Mortgage, the assignment of leases or this Agreement, be or become a mortgagee in possession or be or become subject to any liability or obligation under the Lease or otherwise until Lender shall have acquired

the interest of Landlord in the Premises, by foreclosure or otherwise, and then such liability or obligation of Lender under the Lease shall extend only to those liabilities or obligations accruing subsequent to the date that Lender has acquired the interest of Landlord in the Premises as modified by the terms of this Agreement.

6. Notices. All notices, consents and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, or by a reputable commercial overnight carrier that provides a receipt, and shall be deemed given upon receipt at the address set forth below the signature of each party below, or to such other address as shall from time to time have been designated by written notice by such party to the other parties as herein provided.

7. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein the term "Tenant" shall include Tenant, its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure; and the word "Lender" shall include the Lender herein specifically named and any of its successors, participants and assigns, including anyone who shall have succeeded to Landlord's interest in the Premises by, through or under foreclosure of the Mortgage. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Premises is located.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

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

*[signature pages follow]*

[Lender Signature Page to Subordination, Non-Disturbance and Attornment Agreement]

**LENDER:**

TRIUMPH BANK

By: Lillian Rucker  
Name: Lillian Rucker  
Title: Senior Vice President

Notice Address:  
7540 North St.  
Germentown, TN 38138

STATE OF Tennessee  
COUNTY OF Shelby

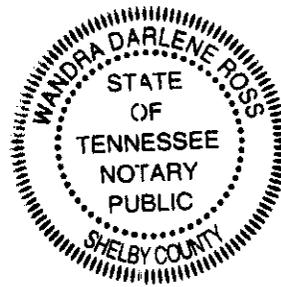
Before me, a Notary Public of the state and county aforesaid, personally appeared Lillian Rucker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the SVP of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 20<sup>th</sup> day of December, 2012.

Wandra Darlene Ross  
Notary Public

My Commission Expires: \_\_\_\_\_

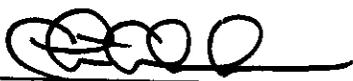
My Commission Expires:  
December 14, 2014



[Tenant Signature Page to Subordination, Non-Disturbance and Attornment Agreement]

TENANT:

SERVICE KING PAINT & BODY, LLC, a  
Texas limited liability company

By:   
Name: Chris Abraham  
Title: C.E.O.

*Notice Address:*  
808 South Central Expressway  
Richardson, Texas 75080  
Attn: Chris Abraham, C.E.O.

STATE OF Texas  
COUNTY OF Dallas

Before me, a Notary Public of the state and county aforesaid, personally appeared Chris Abraham, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the CEO of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 31 day of December, 2012.

My Commission Expires: 12/07/2013

Laure Mitchell  
Notary Public



[Landlord Signature Page to Subordination, Non-Disturbance and Attornment Agreement]

**LANDLORD:**

PCJ HOLDINGS, LLC

By: *Patrick C. James*

Name: Patrick C. James

Title: President

Notice Address:

815 Dent Road

Eads, TN 38028-6943

Attn: Patrick C. James

STATE OF TENNESSEE

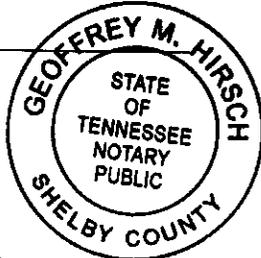
COUNTY OF SHELBY

Before me, a Notary Public of the state and county aforesaid, personally appeared Patrick C. James, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the president of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 27<sup>th</sup> day of December, 2012.

*Geoffrey M. Hirsch*  
Notary Public

My Commission Expires: \_\_\_\_\_



My Commission Expires June 30, 2014

**EXHIBIT A**  
**TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

Legal Description of Premises

Property being in DeSoto County, Mississippi:

Lot 1B, Division of Lot 1A, Third Revision of Airways Commercial Center in Section 30, Township 1 South, Range 7 West, as shown on plat of record in Plat Book 66, Page 36, in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

Property Address: 7260 Airways Boulevard, Southaven, MS 38671-5802

**SCHEDULE 1**  
**TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

Lease

1. Lease Agreement dated March 1, 2012, between PCJ Holdings, LLC, as lessor, and Everything Automotive, LLC, as lessee, with respect to the property located at 7260 Airways Boulevard, Southaven, MS 38671-5802.