

STATE MS.-DE SOTO CO.
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~~T.E. Williams, III~~ E.A. Ferrante
Midas Realty Corporation
1300 North Arlington Heights Road
Itasca, Illinois 60143

BK 1307 PG 502
W. K.

302 Industrial Drive
Southaven, MS

**SUBORDINATION, ATTORNMENT AND
NON-DISTURBANCE AGREEMENT**

March This Agreement (hereinafter referred to as "Agreement") is made as of the 21 day of February, 2000, between FIRST TENNESSEE BANK, with a place of business at 7640 Poplar Avenue, Germantown, Tennessee 38138, (hereinafter referred to as "Mortgagee/Trustee") and MIDAS REALTY CORPORATION, a Delaware corporation, having its principal offices at 1300 North Arlington Heights Road, Itasca, Illinois 60143 (hereinafter referred to as "Midas").

WITNESSETH

WHEREAS, Midas and BAKER ENTERPRISES

(hereinafter referred to as "Lessor") have entered into that certain Optional Lease Agreement dated February 1, 2000 (hereinafter referred to as "Optional Lease Agreement") pursuant to which Lessor granted to Midas the right and option to lease, on the terms and conditions set forth therein, those certain premises legally described on Exhibit A attached hereto and made a part hereof located at 302 Industrial Drive, City of Southaven, County of DeSoto, State of Mississippi, together with the automotive repair facility located thereon and any and all appurtenances thereto (hereinafter referred to as "Premises"); and

WHEREAS, Midas and Lessor have executed that certain Memorandum of Optional Lease Agreement dated February 1, 2000 (hereinafter referred to as "Memorandum") and caused the Memorandum to be recorded in the Office of the Recorder of Deeds in and for the County of DeSoto, State of Mississippi; and

WHEREAS, a copy of the Optional Lease Agreement has been delivered to Mortgagee/Trustee, the receipt of which is hereby acknowledged; and

WHEREAS, Mortgagee/Trustee is the holder of that certain Mortgage/Trust Deed/Deed of Trust given by Lessor and recorded in the Office of the Recorder of Deeds in and for the County of DeSoto, State of Mississippi, on Dec. 2, 1999 as Document No. Book 1169 page 573 (hereinafter referred to as "Mortgage/Trust Deed/Deed of Trust"). The Mortgage/Trust Deed/Deed of Trust encumbers the Premises;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto intending to be legally bound hereby agree as follows:

ORIGINAL

1. Mortgagee/Trustee hereby (a) consents to and approves the Optional Lease Agreement and the terms and provisions thereof and (b) covenants and agrees that the exercise by Midas of any of the rights, options and remedies therein contained shall not constitute a default under the Mortgage/Trust Deed/Deed of Trust.

2. Midas covenants and agrees with Mortgagee/Trustee that Midas's rights under the Optional Lease Agreement are hereby made and shall continue hereafter to be subject and subordinate to the lien of Mortgage/Trust Deed/Deed of Trust, and to all modifications and extensions thereof, with the same force and effect as if the Mortgage/Trust Deed/Deed of Trust had been executed and delivered prior to the execution and delivery of the Memorandum and without regard to the order of priority of recording the Mortgage/Trust Deed/Deed of Trust and the Memorandum, subject, however, to the provisions of this Agreement.

3. Mortgagee/Trustee agrees that so long as Midas has not received written notice of a default in the performance of its obligations under the Optional Lease Agreement:

- (a) Midas shall not be named or joined as a party or otherwise in any suit, action or proceeding for the foreclosure of the Mortgage/Trust Deed/Deed of Trust or to enforce any rights under the Mortgage/Trust Deed/Deed of Trust or the bond or note or other obligations secured thereby;
- (b) Midas's rights under the Optional Lease Agreement, including its right to possession of the Premises if Midas exercises its right and option to lease the Premises shall not be disturbed, affected or impaired by, nor will the Optional Lease Agreement be terminated or otherwise affected by (i) any suit, action or proceeding upon the Mortgage/Trust Deed/Deed of Trust or the bond or note or other obligation secured thereby or for the foreclosure of the Mortgage/Trust Deed/Deed of Trust or the enforcement of any rights under the Mortgage/Trust Deed/Deed of Trust or any other documents held by Mortgagee or any subsequent holder of the Mortgage/Trust Deed/Deed of Trust; (ii) any judicial sale or execution or other sale of the Premises, (iii) any deed given in lieu of foreclosure of the Mortgage/Trust Deed/Deed of Trust; (iv) the exercise of any other rights given to Mortgagee or any subsequent holder of the Mortgage/Trust Deed/Deed of Trust or other documents as a matter of law; or (v) any default under the Mortgage/Trust Deed/Deed of Trust or the bond or note or other obligation secured thereby; and
- (c) All condemnation awards and insurance proceeds paid or payable with respect to the Premises and received by Mortgagee/Trustee shall be applied and paid for the restoration and/or repair of the Premises, except in the case of a condemnation which results in the termination of the Optional Lease Agreement.

4. If Mortgagee/Trustee or any subsequent holder of the Mortgage/Trust Deed/Deed of Trust shall become the owner of the Premises by reason of foreclosure of the Mortgage/Trust Deed/Deed of Trust or otherwise, or if the Premises shall be sold as a result of any action or proceeding to foreclose the Mortgage/Trust Deed/Deed of Trust, or as a result of a transfer of ownership by deed given in lieu of foreclosure, the Optional Lease Agreement shall continue in full force and effect, without necessity for executing any new agreement, as a direct agreement between Midas and the then owner of the Premises, as "Lessor," upon all the same terms, covenants and provisions contained in the Optional Lease Agreement and in such event:

- (a) If Midas exercises its right and option to lease the Premises, Midas shall be bound to such new owner under all the terms, covenants and provisions of the Optional Lease Agreement and Midas hereby agrees to attorn to such new owner and to recognize such new owner as "Lessor" under the Optional Lease Agreement upon receipt of written notice from such new owner; and
- (b) Such new owner shall assume the obligations of the Lessor to Midas under all of the terms, covenants and provisions of the Optional Lease Agreement which such new owner hereby agrees to perform and Midas shall, from and after the date such new owner succeeds to the interest of "Lessor" under the Optional Lease Agreement, have the same remedies against such new owner for the breach of any covenant contained in the Optional Lease Agreement that Midas might have had under the Optional Lease Agreement against Lessor if such new owner had not succeeded to the interest of Lessor.

5. Any notices or communications given under this Agreement shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid (a) if to Mortgagee/Trustee, at the address of Mortgagee/Trustee as hereinabove set forth or at such other address as Mortgagee/Trustee may designate by notice, or (b) if to Midas, at the address of Midas as hereinabove set forth or at such address as Midas may designate by notice, to the attention of Vice President, with a copy to the General Counsel.

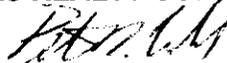
6. This Agreement and the covenants and conditions thereof shall (a) be binding upon and/or inure to the benefit of the successors and assigns of the parties hereto, including, without limitation, any subsequent holder of the Mortgage/Trust Deed/Deed of Trust and (b) be and remain covenants running with the land.

7. This Agreement contains the entire agreement between the parties hereto and cannot be changed, modified, waived or canceled without the prior written consent of the parties thereto.

8. This Agreement shall be governed and construed in accordance with laws of the State of which the Premises are located.

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

MIDAS REALTY CORPORATION

By: 
 Peter D. Cooke, Vice President

ATTEST:
 By: 
 T.E. Williams, III, Assistant Secretary

MORTGAGEE/TRUSTEE

FIRST TENNESSEE BANK

By: 
 Name: Elizabeth Snowden
 Its: Vice President

ATTEST:
 By: 
 Name: Sherry G. Williams
 Its: Vice President

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

Before me appeared Peter D. Cooke, known to me to be the Vice President of MIDAS REALTY CORPORATION, a Delaware corporation, and acknowledged that as such Officer he executed the foregoing instrument on behalf of said corporation and caused the corporate seal of the corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL this 3rd day of April, 2000.

By: [Signature]
Notary Public

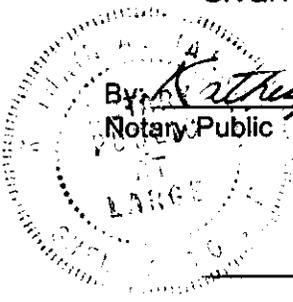
My commission expires:
2-20-02



STATE OF Tennessee)
) ss
COUNTY OF Shelby)

Before me appeared Elizabeth Snowden, personally known to me to be the Vice President of 1st Tennessee Bank N.A., and acknowledged that as such Officer, (s)he signed the foregoing instrument on behalf of said 1st Tennessee Bank N.A., as his/her free and voluntary act, and as the free and voluntary act of said Vice President for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL this 21 day of March, 2000.



By: Kathryn A. Walker
Notary Public

My commission expires:
MY COMMISSION EXPIRES JULY 19, 2003

EXHIBIT A
Legal Description

Lot 11, Second Revision, 302 Industrial Park, in Section 25, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 26, Page 18, in the office of the Chancery Clerk of DeSoto County, Mississippi, more particularly described as follows:

Commencing at the southeast corner of Section 25, Township 1 South, Range 8 West; thence South $89^{\circ}34'26''$ West, 1068.27 feet to a point; thence North $00^{\circ}00'00''$ East, 253.72 feet to a set $\frac{1}{2}$ " rebar with plastic cap in the west line of Industrial Drive (68' R.O.W.), said point being the point of beginning; thence south $89^{\circ}59'53''$ West with the north line of Lot Nos 12A, 12B, 12C, and 12D of the Second Revision, 302 Industrial Park recorded in Plat Book 26, Page 18, 242.61 feet to a set $\frac{1}{2}$ " rebar with plastic cap in the west line of Lot 11, Second Revision, 302 Industrial Park recorded in Plat Book 26, Page 18; thence North $00^{\circ}00'00''$ East with the west line of said Lot 11, 80.00 feet to a set $\frac{1}{2}$ " rebar with plastic cap in the south line of Lot 10, Second Revision, 302 Industrial Park recorded in Plat Book 26, Page 18; thence North $89^{\circ}59'53''$ East with the south line of said Lot 10, 242.61 feet to a set cross cut in concrete in the west line of said Industrial Drive; thence South $00^{\circ}00'00''$ West with the west line of said Industrial Drive, 80.00 feet to the point of beginning and containing 19.409 square feet of land.