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**Prepared By &  
Please Return To**

David Benck  
Vice President & General Counsel  
Hibbett Sporting Goods, Inc.  
451 Industrial Lane  
Birmingham, Alabama 35211  
205.942.4292

**Title of Document:** Subordination, Non-Disturbance And Attornment Agreement

**Date of Document:** July 16, 2009

**Book/Pg Reference:** 2684/ 617

**Grantor/Grantee:** Peoples Bank, a division of First Tennessee Bank  
P.O. Box 276  
Senatobia, MS 38668

**Grantor/Grantee:** Hibbett Sporting Goods, Inc.  
451 Industrial Lane  
Birmingham, Alabama 35211

Prepared By



David Benck  
 Vice President & General Counsel  
 Hibbett Sporting Goods, Inc.  
 451 Industrial Lane  
 Birmingham, Alabama 35211

STATE OF MISSISSIPPI)  
 COUNTY OF DESOTO)

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

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT, made and entered into as of this 16<sup>th</sup> day of July, 2009 by and among **HERNANDO RETAIL CENTER, LLC** ("Landlord"), **HIBBETT SPORTING GOODS, INC.** ("Tenant"), and 1<sup>st</sup> Tennessee Bank ("Lender").  
 (Peoples Bank A Division of 1<sup>st</sup> TN Bank

**RECITALS:**

Tenant and Landlord or its predecessor in interest entered into that certain Lease, dated 1/31/2007 (hereinafter referred to as the "Lease"), in the shopping center known as The Shoppes of Lee's Summit located in Hernando, Mississippi (the "Property"), such Property being more particularly described in the Lease.

Landlord is indebted to Lender for a mortgage loan, which is secured by a lien on the Property (the "Mortgage"). The Mortgage and any related assignment of leases and rents are hereinafter referred to as the "Security Instruments."

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual premises and covenants of the parties hereto, the parties hereto do mutually covenant and agree as follows:

1. Subject to the terms and conditions of this Agreement, the Lease and Tenant's leasehold estate created thereby and any renewals, extensions, amendments or modifications thereof, shall be and are completely and unconditionally subject and subordinate to the lien of the Security Instruments, and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof.

2. Tenant shall give prompt written notice to Lender of all defaults by Landlord of those obligations under the Lease which are of such a nature as to give Tenant a right to terminate the Lease, and shall allow Lender to cure such defaults during the cure period, if any, granted Landlord under the Lease.

3. So long as Tenant is not in default in the payment of rent, additional rent or other charges or conditions of the Lease beyond any applicable notice and cure period, Tenant shall not be disturbed by Lender in Tenant's possession, enjoyment, use and occupancy of the Premises during the original or any renewal term of the Lease or any extension or modification thereof.

4. Landlord and Tenant agree that Tenant shall make the payments to be made by Tenant under the Lease to Lender upon receipt of written notice of the exercise of its rights arising under the Security Instruments, and Tenant agrees not to prepay by more than one (1) day any sums payable by Tenant under the Lease.

5. If the interest of Landlord shall be acquired by Lender by reason of foreclosure of its mortgage or other proceedings brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or by any other method, and Lender succeeds to the interest of Landlord under the Lease, the Lease shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease. Tenant shall thereupon be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, and any extensions or renewals thereof which may be effected in accordance with any option therefor contained in the Lease, with the same force and effect as if Lender were the landlord under the Lease. Tenant does hereby attorn to Lender as its landlord and Lender shall attorn to Tenant, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto immediately upon Lender's succeeding to the interest of Landlord under the Lease, and notice thereof to Tenant.

6. In addition to and not in lieu of all the provisions of this Agreement, Lender shall not in any way or to any extent be:

(a) liable for damages for any act or omission of any prior landlord (including Landlord) (subject to any rights under the Lease for the payment of alternative or reduced rent under certain conditions); or

(b) bound by any rent or additional rent which Tenant might have paid for more than one (1) day in advance to any prior landlord (including Landlord); or

(c) in any way responsible for any deposit or security which was delivered to Landlord but which was not subsequently delivered to Lender.

7. All notices, demands, or requests, and responses thereto, required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the United States mail, postage prepaid and registered or certified with return receipt requested; provided, however, the time period in which a response to any notice, demand, or request must be given shall commence on the date of the return receipt of the notice, demand, or request by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall constitute receipt of the notice, demand, or request sent. Any such notice if given to Landlord shall be addressed as follows:

Hernando Retail Center, LLC  
127 East Van Dorn Avenue  
Holly Springs, MS 38635

if given to Lender shall be addressed as follows:

Peoples Bank A Division of 1<sup>ST</sup> TENNESSEE BANK  
P.O. Box 276  
Senatobia MS 38668

Attention: Greg Gough

if given to Tenant shall be addressed as follows:

Hibbett Sporting Goods, Inc.  
451 Industrial Lane  
Birmingham, Alabama 35211  
Attention: Legal Department

With a copy to: Lease Administrator

or at such other address in the United States as Landlord, Lender or Tenant may by notice in writing designate for notice.

8. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, successors and assigns.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same agreement.

10. In the event anyone or more of the provisions contained in 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 unenforceable provision had never been contained herein. Notwithstanding the foregoing, the subordination provisions of this Agreement are expressly conditioned on the effectiveness of all the provisions of Paragraph 3 hereof.

**SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES**

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

**LANDLORD:**

**HERNANDO RETAIL CENTER, LLC**

*Andrew W. Callcott*  
By: Andrew W. Callcott  
Its: member

**TENANT:**

**HIBBETT SPORTING GOODS, INC.**

*David Benck*  
By: David Benck  
Its: Vice President & General Counsel

**LENDER:**

*Peoples Bank A Division of* *First*  
*Tennessee*  
*Bank*  
*Greg Gough*  
By: Greg Gough  
Its: President

**ACKNOWLEDGEMENTS ON FOLLOWING PAGE**

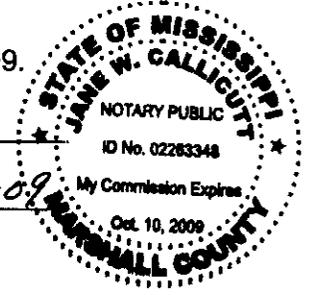
[Landlord Acknowledgment]

STATE OF Mississippi )  
COUNTY OF Marshall )

I, the undersigned, a Notary Public for said County, in said State, hereby certify that Andrew W. Callicott whose name as landlord of **Hernando Retail Center, LLC**, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal, this 15<sup>th</sup> day of July, 2009.

Jane W. Callicott  
Notary Public  
My commission expires: 10-10-09



[Tenant Acknowledgment]

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public for said County, in said State, hereby certify that **David Benck** whose name as **Vice President & General Counsel of Hibbett Sporting Goods, Inc.**, a Delaware corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 25<sup>th</sup> day of June, 2009.

Julia Bohan  
Notary Public  
My commission expires: **January 22, 2011**

[Lender Acknowledgment]

STATE OF Mississippi )  
COUNTY OF Tate )

I, the undersigned, a Notary Public for said County, in said State, hereby certify that Greg Gough whose name as President of First Tennessee, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal, this 20<sup>th</sup> day of July, 2009.



Janah [Signature]  
Notary Public  
My commission expires: 2/26/10