Prepared by J. M. Glassman Atty
C. Dyer Bldg Nash Tenn

P. I. C. No. 5 157 063

BOOK 4724 PAGE 576

Subordination of Lease

THIS AGREEMENT, made this 3rd day of July, 19 73, by and between Aladdin Industries, Incorporated, a Delaware corporation, of the City of Nashville, in the County of Davidson and State of Tennessee, hereinafter referred to as the "LESSEE", party of the first part, and The Prudential Insurance Company of America, a corporation of the State of New Jersey, having its principal office in the City of Newark and State of New Jersey, hereinafter referred to as the "PRUDENTIAL", party of the second part, WITNESSETH:

Jul 3 MISC A* 8.00 * 8.00

WHEREAS, by a certain lease dated November 1, 1970, Mat-Nel Company, a partnership, then owner of the lands and premises hereinafter mentioned, demised and leased to the LESSEE or the predecessor in interest of the LESSEE all that tract or parcel of land and premises situated in the City of Nashville in the County of Davidson and State of Tennessee, commonly known and designated as ~~No.~~ 50 acres of land to be designated by engineering studies from Parcels 1, 1-A and 2, a complete description is attached hereto, for a term of five years commencing November 1, 19 70 and ending October 31, 19 75 upon the terms and conditions for the rental thereof as will, by said lease, more fully appear, and

WHEREAS, the aforesaid owner or successor in title of said owner is about to execute a first mortgage or deed of trust covering the said property to the PRUDENTIAL as security for an indebtedness represented by a bond or note in the principal sum of Nine Million and NO/100---------- Dollars ($ 9,000,000.00), and

WHEREAS, PRUDENTIAL, as a condition to its making the aforesaid mortgage loan, has required this subordination of the LESSEE'S leasehold interest in the said property to the lien of its mortgage or deed of trust, which subordination the LESSEE is willing to execute in order to facilitate the closing of the said loan;

C 1 3 8 2 4

IDENTIF. REFERENCE

Jul 3 9 49 AM '73

FELIX E. ... REGISTER
DAVIDSON COUNTY, TENN.

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NOW, THEREFORE, in consideration of the foregoing and of the sum of One Dollar ($1.00) paid by the PRUDENTIAL to the LESSEE, the receipt whereof is hereby acknowledged, the said LESSEE covenants to and agrees with the PRUDENTIAL that all LESSEE'S right, title and interest in and under the aforesaid lease and any renewal or extension thereof is and shall be subject and subordinate to the lien of the aforesaid mortgage or deed of trust to the PRUDENTIAL and any renewal or extension thereof, in the same manner and to the same extent as if such lease had been executed subsequent to the execution, delivery and recording of said mortgage or deed of trust;

And the LESSEE further covenants and agrees that LESSEE will not, without obtaining written consent of the PRUDENTIAL, cancel or surrender the aforesaid lease, modify said lease in any way, assign the same, or pay the rent due thereunder in advance except as may be required by said lease; hereby agreeing that any such act as aforesaid if done without the consent of the PRUDENTIAL shall be null and void as against the PRUDENTIAL;

And the LESSEE further covenants and agrees that upon the PRUDENTIAL'S acquiring the said property by foreclosure, said LESSEE shall thereafter, but only at the option of the PRUDENTIAL, to be evidenced by written notice of its election given to said LESSEE within a reasonable time thereafter, remain bound by novation or otherwise to the same effect as if a new and identical lease between the

PRUDENTIAL as landlord and the LESSEE as tenant had been entered into for the remainder of the term of the lease in effect at the institution of the foreclosure proceedings.

The covenants and agreements hereinabove contained shall be binding upon or enure to the benefit of the parties hereto, their next of kin, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the LESSEE has executed these presents in manner sufficient to bind LESSEE.

WITNESS:

_____

_____

ALADDIN INDUSTRIES, INCORPORATED

_____ (L.S.)

By: V. S. Johnson, Jr. (L.S.)
V. S. Johnson, Jr., President

ATTEST:

_____
Secretary.

_____

By _____
President.

(Acknowledgments)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Patricia B. Bush, of the State and County aforesaid, personally appeared V. S. Johnson, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be president of Aladdin Industries, Incorporated, the within named bargainor, a corporation, and that he as such president, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as president.

Witness my hand and official seal, at office in Nashville, this 3rd day of July, 1973.

Patricia B. Bush
Notary Public

My Commission Expires:

My Commission Expires
November 6, 1976

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Loan No. 5 157 063

Subordination of Lease

The Prudential Insurance Company of America

OMB 2004-Rd 5-59

SCHEDULE A - Description of subject property:
Three parcels of land designated as Parcels 1, 1-A and 2 in the 18th and 19th Councilmanic Districts of Metropolitan Nashville and Davidson County, Tennessee, more particularly described by a survey prepared by Barge, Waggoner, Sumner & Cannon, Engineers, dated January 3, 1973, and revised June 14, 1973, as follows:

PARCEL 1:
BEGINNING at a point on the north right-of-way of I-265, N 41° 25' 56" E, 175.0 feet from the intersection of said north right-of-way and the east right-of-way of Third Avenue North; thence, N 44° 13' W, 1055.1 feet; thence, S 76° 44' W, 474.1 feet, the beginning of a curve to the right; thence, with said curve having a central angle of 6° 54', a radius of 1326.24 feet, a length of 159.72 feet and a chord bearing of S 05° 24' E,; thence, S 01° 57' 02" E, 624.2 feet to the north margin of Cass Street; thence, with the north margin of Cass Street, S 74° 31' W, 114.5 feet to the east margin of Sixth Avenue North; thence, with Sixth Avenue North, N 10° 34' W, 944.9 feet; thence, S 79° 26' W, 420.0 feet; thence, S 10° 34' E, 331.0 feet; thence, N 79° 26' E, 197.0 feet; thence, S 10° 34' E, 66.0 feet; thence, N 79° 26' E, 173.0 feet to the west margin of Sixth Avenue North; thence, with said Sixth Avenue North, S 10° 34' E, 150.0 feet; thence, S 79° 26' W, 173.0 feet; thence, S 10° 34' E, 150.0 feet; thence, N 79° 26' E, 173.0 feet to the west margin of Sixth Avenue North; thence, with said Sixth Avenue North, S 10° 34' E, 100.0 feet; thence, S 79° 26' W, 173.0 feet; thence, S 10° 34' E, 26.6 feet to a point on the northerly right-of-way owned by the Department of Transportation of the State of Tennessee, purchased for a former proposed relocation of U. S. 41A; thence, with said State right-of-way as follows: on a curve to the left having a central angle of 56° 59' 55", a radius of 1485.39 feet, and a length of 1477.69 feet; S 80° 38' W, 348.07 feet to the east right-of-way of 10th Avenue North, and the end of the State Highway right-of-way; thence with said east right-of-way of 10th Avenue North as follows: N 79° 43' W, 61.23 feet; on a curve to the right having a central angle of 68° 42', a radius of 168 feet, and a length of [illegible] feet; N 11° 03' W, 552.40 feet and N 11° 19' 16" W, 895.6 feet to the south line of proposed right-of-way for U. S. 41A; thence, with the right-of-way for said proposed relocated 41A as follows: on a curve to the left having a central angle of 07° 03' 15", a radius of 2811.79 feet, and a length of 346.18 feet; S 88° 32' 58" W, 977.59 feet, on a curve to the left having a central angle of 19° 44', a radius of 1379.40 feet, a length of 475.33 feet; S 68° 48' 58" W 1053.87 feet to the east right-of-way of property owned by the Metropolitan Board of Parks and Recreation; N 06° 27' 18" E, 120.19 feet; N 68° 48' 58" E [illegible].22 feet; on a curve to the right having a central angle of 19° 44', a radius of 148[illegible]40 feet, and a length of 511.59 feet; N 88° 32' 58" E, 144.60 feet; thence, leaving said proposed right-of-way, N 01° 27' 02" W, 802.8 feet; thence, N 87° 36' 25" E, 987.3 feet to the centerline of existing 10th Avenue North; thence, with the centerline of proposed relocated 10th Avenue North as follows: on a curve to the left having a central angle of 39° 57' 53", a radius of 750 feet, and a length of 523.14 feet; N 55° 45' W, 124.27 feet; on a curve to the right having a central angle of 55° 16' a radius of 400 feet, and a length of 386.83 feet; N 00° 29' W, 407.77 feet; on a curve to the left having a central angle of 65° 49' 40", a radius of 350 feet, and a length of 402.12 feet; thence, leaving said centerline of proposed relocated 10th Avenue North, N 11° 19' W, 405.37 feet to the low water line of the Cumberland River; thence, with said low water line of the Cumberland River as follows: N 81° 12' E, 704.79 feet; N 86° 37' 40" E, 614.30 feet; S 84° 43' 45" E, 1212.55 feet; S 86° 26' 38" E, 815.93 feet; S 82° 43' 17" E, 351.0 feet; S 78° 58' 17" E, 318.5 feet; S 74° 43' 17" E, 575.0 feet; S 72° 30' E, 313.94 feet; S 63° 30' E, 600.0 feet; S 63° 30' E, 975.0 feet; S 49° 30' E, 260.3 feet to the north line of property owned by the United States Government; thence, leaving said low water line and following the United States Government property line as follows: S 51° 11' 13" W, 143.68 feet; S 46° 25' 47" E, 383.50 feet; N 37° 11' 13" E, 173.29 feet to the low water

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line of the Cumberland River; thence, with said low water line as follows: S 34° 15' E, 706.8 feet; S 33° 15' E, 650.0 feet; S 25° 15' E, 500.0 feet; S 15° 00' E, 350.0 feet; S 11° 00' E, 14.0 feet to the north right-of-way of I-265; thence, leaving said low water line and with the said north right-of-way as follows: S 86° 37' 37" W, 479.49 feet; S 81° 00' 33" W, 321.10 feet; S 74° 20' 51" W, 427.39 feet; S 67° 28' 32" W, 306.3 feet; S 68° 14' W, 67.8 feet; S 62° 54' W, 432.76 feet; S 58° 38' W, 202.08 feet; S 52° 41' W, 117.66 feet; S 56° 39' W, 17.75 feet; S 55° 54' 25" W, 168.49 feet; S 52° 15' 52" W, 462.29 feet; S 46° 35' 59" W, 308.26 feet; S 39° 50' 38" W, 145.87 feet to the point of beginning, containing 599.7 acres, more or less.

Included in the above description but excluded from conveyance is the 50-foot wide right-of-way of Tenth Avenue North from the south margin of proposed U. S. 41-A Connector (State Route 12) northerly, crossing, said connector, approximately 3,000 ft. to the end near the Cumberland River, containing 3.4 acres, more or less.

Included in the above description is the right-of-way, 106 ft. in width, for proposed U. S. 41-A, containing 16.1 acres, more or less.

PARCEL 1-A:
BEGINNING at a point on the north right-of-way of Cass Street and the east right-of-way of an unnamed street east of Ninth Avenue North and west of Delta Avenue; thence, with said east right-of-way, N 10° 34' W, 550 more or less feet to the end of said street; thence, S 79° 14' W, 168.5 feet to the east line of existing Ninth Avenue North and also a right-of-way owned by the Department of Transportation of the State of Tennessee, purchased for a former proposed relocation of U. S. 41-A; thence, with said State right-of-way as follows: N 09° 22' W, 256.15 feet; on a curve to the right having a central angle of 90° a radius of 25 feet, and a length of 39.27 feet; North 80° 38' E, 39.65 feet; on a curve to the right having a central angle of 59° 23' 25", a radius of 1379.39 feet, and a length of 1429.81 feet; on another curve to the right having a central angle of 11° 27' 35", a radius of 25 feet, and a length of 49.94 feet; thence, S 10° 34' E, 25.0 feet; thence, S 74° 31' W, 365.0 feet; thence, N 15° 29' W, 25.0 feet to the north right-of-way of Cass Street; thence, with said north right-of-way, S 74° 31' W, 67.5 feet; thence N 15° 29' W, 140.0 feet; thence, N 25° 56' E, 10.0 feet; thence, S 71° 44' W, 165.0 feet; thence, S 15° 29' E, 139.5 feet to the north right-of-way of Cass Street; thence, with said north right-of-way, S 74° 31' W, 466 more or less feet to the east right-of-way of an unnamed street, the point of beginning, containing 15 acres, more or less.

PARCEL 2:
BEGINNING at the northwest corner of the parcel herein described, said point being in the south right-of-way of I-265 approximately 300 feet west of the west end of the I-265-Cumberland River bridge; thence, with said south right-of-way as follows: N 82° 57' 40" E, 107.91 feet; N 83° 53' 45" E, 182.28 feet; N 86° 17' 24" E 412.95 feet to the low water line of the Cumberland River; thence, with said low water line as follows: S 11° 00' E, 181.90 feet; S 04° 45' E, 300.0 feet; S 06° 45' W, 135.96 feet; thence, leaving the Cumberland River, due west 744.0 feet; thence, due north 553.21 feet to the point of beginning, containing 10.0 acres, more or less.

Being property conveyed to Mat-Nel Company, a Tennessee partnership composed of Robert C. H. Mathews, Jr. and Pathfinder Resources, Incorporated, by deed from Robert C. H. Mathews, Jr., Trustee, of record in Book 4659, page 425; by deed from Ray Barrett, as of record in Book 4570, page 644; by deed from Marquette Cement Manufacturing Company, an Illinois Corporation, of record in Book 4661, page 458; by deed from Read Development Company, as of record in Book 4710, page 155; and by deed from Stirton Oman, Jr. and Associates, a partnership, of record in Book 4640, page 393, said Register's Office.

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