BCM 50-A

BOOK 9559 PG 919

This Instrument Prepared By:
Stokes & Bartholomew, P.A.
Suite 2800, 424 Church Street
Nashville, Tennessee 37219

SUBORDINATION AND ATTORNMENT AGREEMENT

This Subordination and Attornment Agreement (the "Agreement") is made and entered into as of the 30th day of December, 1994, by and among THE GLEN LEVEN LIMITED PARTNERSHIP, a Tennessee limited partnership ("Landlord"), BEAMAN PONTIAC COMPANY, a Tennessee corporation ("Tenant"), and GENERAL MOTORS ACCEPTANCE CORPORATION, a New York corporation ("Lender").

W I T N E S S E T H:

WHEREAS, Lender has extended credit secured in part by a Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (the "Deed of Trust") encumbering certain parcels of land owned by Landlord and described on Exhibit A attached hereto and incorporated herein by this reference, together with the improvements erected thereon (said parcels of land and improvements thereon are referred to herein as the "Property"); said Deed of Trust being of record in Book 9559, page 893, Register's Office for Davidson County, Tennessee; and,

WHEREAS, by a certain Lease Agreement between Landlord and Tenant, dated December 30, 1994 (the "Lease"), Landlord leased to Tenant all or part of the Property as set forth in the Lease; and,

WHEREAS, one condition of Lender's agreement to extend credit is that the Lease must be subordinate to the lien of the Deed of Trust;

NOW, THEREFORE, as an inducement to cause Lender to extend credit to Tenant, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Acknowledgement. Tenant acknowledges that Landlord has assigned its interest in the Lease to Lender to secure certain obligations to Lender under the Deed of Trust.

2. Subordination. The Lease is hereby declared to be subject and subordinate in all respects to the lien of the Deed of Trust and to all increases, renewals, amendments, modifications and extensions thereof and/or the indebtedness secured thereby, subject to the terms and conditions set forth in this Agreement. Without limiting the foregoing, Lender's rights to insurance and condemnation proceeds under its documents with Landlord shall be superior to the rights of Tenant therein (if any) under the Lease.

3. No Duty on Lender. Tenant acknowledges that Lender has not assumed any liability for Landlord's performance under the Lease, and Tenant agrees that Lender's collection of rent or other exercise of Landlord's rights under the Lease shall not render Lender liable for any obligations of the Landlord under the Lease unless Lender becomes a Purchaser of the Property as provided below or specifically so agrees in writing. An undertaking by Lender to cure or cause the cure of a default or series of defaults under the Lease shall not in itself be construed as evidencing an agreement on Lender's part to assume liability for Landlord's obligations under the Lease.

4. Definition of Purchaser. As used herein, a "Purchaser" means (a) any person or entity which acquires title to the Property or the Landlord's interest in the Lease by purchasing at a foreclosure sale held pursuant to the Deed of Trust; or (b) Lender, if it acquires title to the Property or absolute title to the lessor's interest in the Lease by accepting a deed in lieu of foreclosure with respect thereto.

5. Attornment. Tenant agrees that the sale of the Property at foreclosure or the execution and delivery to Lender of a deed in lieu of foreclosure shall not terminate the Lease for a period of thirty (30) days. If any Purchaser so elects by written notice to Tenant within said thirty (30) days after Purchaser's acquisition of an interest in the Property or in the Lease, Tenant agrees to be bound to such Purchaser under all of the terms, covenants, and conditions of the Lease for the balance of the term thereof, and any extensions or renewals provided for in and duly exercised under the Lease, with the same force and effect as if the Purchaser were the lessor or landlord under the Lease, and Tenant agrees to attorn to Purchaser as its lessor immediately upon Purchaser's election to succeed to the interest of Landlord. Said attornment shall be effective without the execution of any other instruments on the part of any party hereto. Tenant agrees, however, to execute such documents as Lender or the Purchaser may require to evidence such attornment. If Purchaser does not so elect to succeed to the interest of Landlord, however, Tenant shall become the Tenant at will of the Purchaser.

6. Obligations of Purchaser. Any Purchaser which elects for Tenant to attorn shall be bound to Tenant under all of the terms, covenants, and conditions of the Lease, and Tenant shall, after a Purchaser's election and succession to the interest of Landlord under the Lease, have the same remedies against the Purchaser for the breach of any agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Purchaser had not succeeded to the interest of Landlord; provided, however, that Purchaser shall not be:

a. Liable for damages for any prior act or omission of any prior landlord (including Landlord);

b. Subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord);

c. Bound by any rent or additional rent that Tenant might have paid for more than one (1) month in advance to any prior landlord (including Landlord); or

d. Bound by any agreement or modification of the Lease made after the execution of this Agreement without Lender's written consent.

7. Notices. Any communications concerning this Agreement shall be addressed as follows:

As to Landlord:	The Glen Leven Limited Partnership 1525 Broadway Nashville, Tennessee 37203
As to Tenant:	Beaman Pontiac Company 1525 Broadway Nashville, Tennessee 37203
As to Lender:	General Motors Acceptance Corporation 7101 Executive Center Drive Suite 250 Brentwood, Tennessee 37027

Communications to be given to Lender shall only be effective when set forth in writing and actually received by an officer of Lender at the address indicated above. Communications to be given to Landlord or Tenant shall be effective when actually or constructively received by Landlord or Tenant or when set forth in writing and hand delivered or delivered by certified mail, return receipt requested, to Landlord's or Tenant's address stated above. Any party may change its address for the receipt of notices by submitting the change in writing to the other parties.

8. General Provisions. The provisions hereof shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto, including the successors and assigns of any purchaser. This Agreement evidences the entire agreement among the parties regarding the rights between Lender and Tenant with respect to the Lease. No provision hereof may be waived or amended except by written instrument signed by the party against which the waiver or amendment is to be enforced. The validity and construction hereof shall be determined according to the law applicable to contracts executed and performed within the State of Tennessee.

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

LANDLORD:

THE GLEN LEVEN LIMITED PARTNERSHIP,
a Tennessee limited partnership

BY: Canyon Properties, Inc., a Tennessee corporation, General Partner

BY: _____
Lee A. Beaman, President

TENANT:

BEAMAN PONTIAC COMPANY

BY: _____

TITLE: _____

LENDER:

GENERAL MOTORS ACCEPTANCE CORPORATION

BY: _____

TITLE: _____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Lee A. Beaman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Canyon Properties, Inc., a Tennessee corporation, which is the general partner of The Glen Leven Limited Partnership, the within named bargainor, a Tennessee limited partnership, and that he, as such President of the general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partner by himself as President, as the general partner of the limited partnership.

WITNESS my hand and official seal at office in Nashville, Tennessee, this 30TH day of December, 1994.

M. Joan Graham
NOTARY PUBLIC

My Commission Expires:
7-27-96

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared LEE A. BEAMAN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged HIM self to be PRESIDENT of BEAMAN PONTIAC COMPANY, the within named bargainor, a Tennessee 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 HIM self as PRESIDENT.

WITNESS my hand and official seal at office in Nashville, Tennessee, this 30TH day of ~~January~~ DECEMBER 1994.

M. Joan Graham
NOTARY PUBLIC

My Commission Expires:
7-27-96

BOOK 9559 PG 924

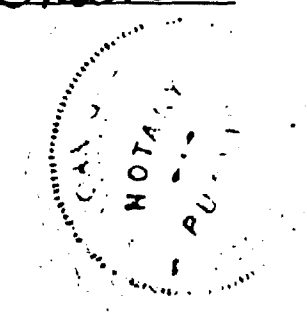
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared WILLIAM A. TIERNEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged HIM self to be ASSISTANT SECRETARY of GENERAL MOTORS ACCEPTANCE CORPORATION, the within named bargainor, a New York corporation, and that he, as such ASSISTANT SECRETARY, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by HIM self as ASSISTANT SECRETARY.

WITNESS my hand and official seal at office in Nashville, Tennessee, this 30TH day of ~~January~~ DECEMBER 1994.

M. Joan Meehan
NOTARY PUBLIC

My Commission Expires:
7-27-96



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EXHIBIT A

BOOK 9559 PG 925

LEGAL DESCRIPTION

Tract "B" (Tract I)

Tax Map 93-9, Parcel 140

Recorded in Book 3160, Page 308

Being Lot 56, and Lot 58 on the Plan of McNairy's West Nashville Lots, as of record in Book 9, Page 322 & 323, Register's Office of Davidson County.

Beginning at a P.K. Nail on the Southerly margin of Broadway, formerly Broad Street, said nail being North 62°48'49" East 299.37 feet from Easterly intersection with 16th Avenue South, formerly Belmont Avenue;

Thence with Southerly margin of Broadway North 62°48'49" East 200.00 feet to a P.K. Nail;

Thence leaving Broadway South 27°12'20" East 172.78 feet to a P.K. Nail set in margin of a 12 foot ally;

Thence with alley South 62°50'54" West 200.00 feet to a P.K. Nail;

Thence leaving alley North 27°12'20" West 172.66 feet to the Point of Beginning, containing 0.793 acres according to a Survey by Michael V. Holmes, dated December 28, 1994.

Tract "F" (Tract II)

Map 93-9 Parcels 200, 199, 198, 197, 196, 195

Bassel E. Taylor Property

Recorded in Book 1469, Page 424, Book 5265, Page 255, Book 3160, Page 308, R.O.D.C.

Being all of Lots 128, 130, and 132, and the Easterly 50' of Lot 134 on the Plan of McNairy's West Nashville Lots, of record in Book 9, Pages 322 & 323, Register's Office of Davidson County.

Beginning at the North East intersection of 16th Avenue South at McGavock Street;

Thence with the Northerly margin of McGavock Street North 62°50'24" East 143.00 feet to a P.K. Nail, the Point of Beginning.

Thence leaving said McGavock Street North 27°12'20" West 172.03 feet to a P.K. Nail in the Southerly margin of a twelve foot alley;

Thence with the Southerly margin of said alley North 62°50'54" East 351.00 feet to a P.K. Nail;

Thence leaving said alley South 27°12'20" East 171.98 feet to a P.K. Nail in the Northerly margin of McGavock Street;

Thence with the Northerly margin of McGavock Street South 62°50'24" West 351.00 feet to the Point of Beginning and containing 1.386 acres and described according to a Survey by Michael V. Holmes dated December 28, 1994.

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Being the same property conveyed to the Glen Leven Limited Partnership, a Tennessee Limited Partnership by deed from Margaret Taylor Gambill, Linda Sue Jobe, and Robert J. Taylor of record in Book 9559, Page 889, Register's Office for Davidson County, Tennessee.

21623
IDENTIFICATION REFERENCE

94 DEC 30 AM 8:21

DAVIDSON COUNTY, TN.

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