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Steven J. Dowding
REGISTER OF DEEDS

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FOR RECORDING
INFORMATION.**

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NEXT PAGE.**

LLOYD J. DOWDING
SARPY COUNTY REGISTER OF DEEDS
Steven J. Stastny, Deputy
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

LOAN NO.: _____

TENANT: FAZOLI'S

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

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is entered into by and among Fazoli's Restaurants, LLC, a Delaware limited liability company ("Tenant"), as successor by merger with Fazoli's Restaurants, Inc., whose principal address is 2470 Palumbo Drive, Lexington, KY 40509, Wiltham Place Limited Partnership, A Nebraska Limited Partnership ("Landlord"), whose address is 1227 S 113th Plaza Omaha, NE 68144, and MERRILL LYNCH MORTGAGE LENDING, INC., a Delaware corporation ("Lender"), whose address is 250 Vesey Street, 16th Floor, New York, NY 10080.

WITNESSETH:

WHEREAS, Landlord is the owner in fee simple of the real property described in Exhibit A attached hereto, together with the improvements thereon (the "Property");

WHEREAS, Landlord or its predecessor and Tenant have entered into a certain lease commencing May 7, 1996, and expiring May 6, 2011, (as the same may hereafter be amended, modified, renewed, extended or replaced, the "Lease"), leasing to Tenant a portion of the Property, with an address of 8017 S. 84th Street, La Vista, NE 68218, (the "Premises");

WHEREAS, Lender has agreed to make a certain mortgage loan to Landlord (the "Loan"), which will be evidenced by Landlord's Promissory Note in such amount (the "Note") and secured by, among other things, a certain Mortgage [Deed of Trust/Deed to Secure Debt] and Security Agreement (as the same may hereafter be amended, modified, extended or recast, the "Mortgage") encumbering the Property, which Mortgage is to be recorded simultaneously herewith;

WHEREAS, Lender, Landlord and Tenant desire to confirm their understanding with respect to the Lease and the Loan and the rights of Tenant and Lender thereunder.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subordination. The Lease, including all of the terms thereof, is and shall be subject and subordinate to the lien and all of the terms of the Mortgage to the full extent of all amounts secured by the Mortgage and interest thereon.
2. Attornment. Tenant agrees that it will attorn to and recognize any purchaser of the Property at a Mortgage foreclosure sale or any transferee who acquires the Property by deed

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NCS

B

in lieu of foreclosure or exercise of a power of sale or otherwise in respect of the Mortgage (in any such case, the "New Owner") and the successors and assigns of such purchaser or transferee, as its landlord for the unexpired balance (and any extensions or renewals, if exercised) of the term of said Lease upon the same terms and conditions set forth in said Lease.

3. Non-Disturbance. Provided there is no default under the Lease after any applicable grace period, such New Owner will not terminate the Lease or disturb Tenant's possession of the Premises under the Lease or the right to quiet enjoyment thereof, but the Lease shall continue in accordance with its terms as a direct lease between Tenant and New Owner.

4. Cure by Lender of Landlord Defaults. Tenant agrees to give Lender or its agent, servicer or designee (in accordance with Paragraph 7 hereof) a copy of any notice of default served upon Landlord which with the passage of time or otherwise would entitle Tenant to cancel the Lease or abate the rent under the Lease, provided that prior to such notice Tenant has been notified in writing of the address of the Lender, or its agent, servicer or designee. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in the Lease, then Lender shall have an additional thirty (30) days after its receipt of notice within which to cure such default or if such default cannot be cured within that time, then such additional mutually agreeable time as may be necessary to cure such default shall be granted if within such thirty (30) days Lender has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings necessary to effect such cure), in which event the Lease shall not be terminated while such remedies are being so diligently pursued.

5. Payments to Lender and Exculpation of Tenant. Tenant is hereby notified that the Lease and the rent and all other sums due thereunder have been assigned to Lender as security for the Loan. In the event that Lender notifies Tenant, in writing, of a default under the Mortgage and directs that Tenant pay its rent and all other sums due under the Lease to Lender, Tenant shall honor such direction and pay its rent and all other sums due under the Lease in accordance with such notice. Landlord agrees that Tenant shall have the right to rely on any such notice from Lender without incurring any obligation or liability to Landlord as if such notice were given at the direction of Landlord. Tenant is hereby instructed to disregard any notice to the contrary received from or at the behest of Landlord.

6. Limitation of Liability. Lender shall not, either by virtue of the Mortgage or this Agreement, be or become (i) a mortgagee-in-possession or (ii) subject to any liability or obligation under the Lease or otherwise until Lender shall have acquired by foreclosure or otherwise the interest of Landlord in the Premises. In the event of the assignment or transfer of the interest of Lender under this Agreement, all obligations and liabilities of Lender under this Agreement shall terminate and, thereupon, all such obligations and liabilities shall be the sole responsibility of the party to whom Lender's interest is assigned or transferred.

7. Notice. Any notice, consent or other communication made hereunder shall be in writing and delivered (i) personally, (ii) mailed by certified or registered mail, postage prepaid, return receipt requested or (iii) by depositing the same with a reputable overnight courier service, postage prepaid, for next business day delivery, to the parties at their addresses first set forth

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above and if to Lender, with a copy to Merrill Lynch Mortgage Lending, Inc. at 250 Vesey Street, 16th Floor, New York, NY 10080, Attention: George Kok. Notice shall be deemed given when delivered personally, or four (4) business days after being placed in the United States mail, if sent by certified or registered mail, or one (1) business day after deposit with such overnight courier service. Any party can change its address or party to receive notice by giving at least fifteen (15) days prior notice to the other parties hereto in accordance with this provision. Tenant agrees to send a copy of any notice or statement under the Lease to Lender at the same time such notice or statement is sent to Landlord.

8. Miscellaneous.

(a) Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

(c) Amendment. This Agreement shall be deemed to amend any provisions of the Lease which are inconsistent with the terms hereof.

(d) Counterparts. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same agreement.

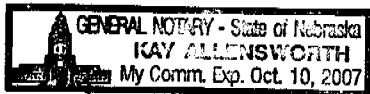
(e) Non-disturbance. Tenant agrees that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement.

[NO FURTHER TEXT ON THIS PAGE]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth adjacent to their signatures below to be effective as of the date of the Mortgage.

Date: May 14, 20 07



Kay Allensworth

TENANT:
Fazoli's Restaurants, LLC
By: Fazoli's Restaurant Group, Inc.
Sole Member

By: *David Smith*
Name: David Smith
Title: CFO & Treasurer

Date: th May 16, 20 07

LANDLORD:
Wiltham Place Limited Partnership

By: *Willard Friedman*
Name: Willard Friedman
Title: President
Of Willard Investment Co., Inc.,
General Partner

Date: June 6, 20 07

LENDER:
MERRILL LYNCH MORTGAGE
LENDING, INC., a Delaware corporation

By: *Amanda Demers*
Name: Amanda Demers
Title: Vice-President

Please have your signature notarized above on the attached page 5

WHEN RECORDED, RETURN TO:

Wiltham Place Limited Partnership
1227 S. 113th Plaza
Omaha, Ne. 68144

{00230479;1}

E

COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

The foregoing SADA was acknowledged before me this 15th day of May 2007, by David Smith as CFO & Treasurer of Fazoli's Restaurant Group, Inc., a Delaware corporation, Sole Member of Fazoli's Restaurants, LLC, on behalf of such limited liability company, for the purposes set forth therein.

My commission expires: January 26, 2008

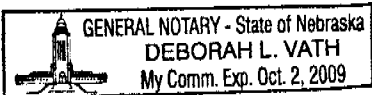
(SEAL)

Marianna F. Towle
Marianna F. Towle, Notary Public
Kentucky, State at Large

F

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 16 day of May, 2007, by Willard Friedman, President of Willard Investment Co., Inc., the General Partner of Wiltham Place Limited Partnership, a Nebraska limited partnership, on behalf of the partnership.



Deborah L. Vath
Notary Public

ny
STATE OF NEW JERSEY)
) ss.
COUNTY OF ny)

Amanda Demers
The foregoing instrument was acknowledged before me this 29 day of may, 2007, by ~~Valencia Love~~ Amanda Demers, V.P. of Merrill Lynch Mortgage Lending, Inc., a Delaware corporation, on behalf of the corporation.

Valencia Love
Notary Public

VALENCIA LOVE
NOTARY PUBLIC, STATE OF NEW YORK
No. 01LO6110507
QUALIFIED IN KINGS COUNTY
MY COMMISSION EXPIRES MAY 24, 2008

2007-18644G

Exhibit A

Lot 2 Wiltham Place Replat I, Sarpy County, Nebraska.