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STATE OF INDIANA
LAKE COUNTY
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2004 APR 29 10:10:37

MORRISON PROFFITT
ATTORNEYS

BANK OF AMERICA, N.A.
(Lender)

- and -

U-HAUL MOVING PARTNERS, INC.,
(Operating Lessee)

SUBORDINATION AND NONDISTURBANCE AGREEMENT

2004-042512

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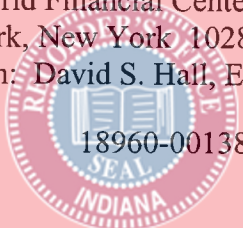
Dated: _____ As of April 29 of 2004

Location: Uhaul Center Merrillville
1650 W. 81st Avenue
Merrillville, IN 46410

STOP

PREPARED BY AND UPON RECORDATION RETURN TO:
Messrs. Thacher Proffitt & Wood LLP
Two World Financial Center
New York, New York 10281
Attention: David S. Hall, Esq.

File No.: 18960-00138



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FA*

THIS SUBORDINATION AND NONDISTURBANCE AGREEMENT (the "Agreement") is made as of the 24 day of April, 2004 by and between **BANK OF AMERICA, N.A.**, a national banking association, having an address at Hearst Tower, 214 North Tryon Street, Charlotte, North Carolina 28255 (together with its successors and/or assigns, "Lender") and **U-HAUL MOVING PARTNERS, INC.**, a Nevada corporation having an address at 2727 North Central Avenue, Phoenix, Arizona 85004 ("Operating Lessee").

RECITALS:

A. Lender has advanced a loan to UH STORAGE (DE) LIMITED PARTNERSHIP, a Delaware limited partnership ("Borrower") in the principal sum of ONE HUNDRED EIGHTY THREE MILLION AND 00/100 DOLLARS (\$183,000,000.00) (the "Loan") advanced pursuant to that certain Loan Agreement of even date herewith between Borrower and Lender (together with all extensions, renewals, modifications, substitutions and amendments thereof, the "Loan Agreement").

B. The Loan is secured by, among other things, the Mortgages (as defined in the Loan Agreement) which grants Lender a first lien on the Properties (as defined in the Loan Agreement) encumbered thereby and is further evidenced by the Note (as defined in the Loan Agreement).

C. Borrower has entered into a certain operating lease dated as of the date hereof (the "Operating Lease") with Operating Lessee, which Operating Lease relates to the Properties as described on Exhibit A attached hereto.

D. Operating Lessee has agreed to confirm the subordination of the Operating Lease to the Mortgages and to the liens thereof on the terms and conditions hereinafter set forth.

AGREEMENT:

For good and valuable consideration, Operating Lessee and Lender agree as follows:

1. **Subordination.** The Operating Lease and all of the terms, covenants and provisions thereof and all rights, remedies and options of the Operating Lessee thereunder are and shall at all times continue to be subject and subordinate in all respects to the terms, covenants and provisions of the Mortgages and to the liens thereof, including without limitation, all renewals, increases, modifications, spreaders, consolidations, replacements and extensions thereof and to all sums secured thereby and advances made thereunder with the same force and effect as if the Mortgages had been executed, delivered and recorded prior to the execution and delivery of the Operating Lease.

2. **Non-Disturbance.** If any action or proceeding is commenced by Lender for the foreclosure of the Mortgages or the sale of the Properties, Operating Lessee shall not be named as a party therein unless such joinder shall be required by law, provided, however, such joinder shall not result in the termination of the Operating Lease or disturb the Operating Lessee's possession or use of the premises demised thereunder, and the sale of the Properties in any such action or proceeding and the exercise by Lender of any of its other rights under the

Note or the Mortgages shall be made subject to all rights of Operating Lessee under the Operating Lease, including, without limitation paragraph 38 thereof provided that at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other rights (a) the Operating Lease shall be in full force and effect and (b) Operating Lessee shall not be in default beyond any applicable notice and grace periods under any of the terms, covenants or conditions of the Operating Lease or of this Agreement on Operating Lessee's part to be observed or performed.

3. **Attornment.** If Lender or any other subsequent purchaser of the Properties shall become the owner of the Properties by reason of the foreclosure of the Mortgages or the acceptance of a deed or assignment in lieu of foreclosure or by reason of any other enforcement of the Mortgages (Lender or such other purchaser being hereinafter referred as "Purchaser"), at Purchaser's election, the Operating Lease shall not be terminated or affected thereby but shall continue in full force and effect as a direct lease between Purchaser and Operating Lessee upon all of the terms, covenants and conditions set forth in the Operating Lease and in that event, Operating Lessee agrees to attorn to Purchaser and Purchaser by virtue of such acquisition of the Properties shall be deemed to have agreed to accept such attornment, provided, however, that Purchaser shall not be (a) liable for the failure of any prior landlord (any such prior landlord, including Borrower and any successor landlord, being hereinafter referred to as a "Prior Landlord") to perform any of its obligations under the Operating Lease which have accrued prior to the date on which Purchaser shall become the owner of the Properties, (b) subject to any offsets, defenses, abatement or counterclaims which shall have accrued in favor of Operating Lessee against any Prior Landlord prior to the date upon which Purchaser shall become the owner of the Properties, (c) liable for the return of rental security deposits, if any, paid by Operating Lessee to any Prior Landlord in accordance with the Operating Lease unless such sums are actually received by Purchaser, (d) bound by any payment of rents, additional rents or other sums which Operating Lessee may have paid more than one (1) month in advance to any Prior Landlord unless such sums are actually received by Purchaser or (e) bound by any agreement terminating or amending or modifying the rent, term, commencement date or other term of the Operating Lease, or any voluntary surrender of the premises demised under the Operating Lease, made without Lender's or Purchaser's prior written consent prior to the time Purchaser succeeded to Borrower's interest. In the event that any liability of Purchaser does arise pursuant to this Agreement, such liability shall be limited and restricted to Purchaser's interest in the Properties and shall in no event exceed such interest.

4. **Cash Management/Required DSCR Reserve Provisions.**

(a) Operating Lessee acknowledges the provisions of that certain Cash Management Agreement dated of the date hereof between Borrower and Lender (the "Cash Management Agreement"), including, without limitation, the provisions requiring Borrower to maintain the Lockbox Account (as defined in the Cash Management Agreement).

(b) Operating Lessee acknowledges the provisions of that certain Required DSCR Reserve (as defined in the Loan Agreement). The Required DSCR Reserve Funds (as defined in the Loan Agreement) shall be released to Borrower in compliance with the terms of the Loan Agreement.

5. **Notices.** All notices required or permitted hereunder shall be given and become effective as provided in Loan Agreement. Notices to the Operating Lessee shall be addressed as follows:

UHaul Moving Partners, Inc.
2727 North Central Avenue
Phoenix, Arizona 85004
Attention: Carlos Vizcarra

With a copy to:

Torys LLP
237 Park Avenue
New York, New York 10017
Attention: Gary Litke, Esq.

6. **Reporting.** Operating Lessee agrees to simultaneously deliver to Lender all financial statements, reports, notices and other documents which Operating Lessee is required to deliver to Borrower pursuant to the terms of the Operating Lease.

7. **Lender's Right of Access.** Operating Lessee agrees that Lender shall have the rights of access to the Properties as granted to Borrower pursuant to the terms of the Operating Lease, but subject to the limitations set forth therein.

8. **Acknowledgment and Agreement by Operating Lessee.**

Operating Lessee acknowledges and agrees:

(a) to be subject to the terms and conditions of the Note, the Mortgages, the Loan Agreement and the other Loan Documents to the extent that they are applicable to the Operating Lessee;

(b) (i) to accept cure by Lender of a default by Borrower or other performance by Lender of Borrower's obligations under the Operating Lease and (ii) that pursuant to the terms of the Loan Documents, Borrower has pledged all of its right, title and interest in and to any and all present and future security interests given by Operating Lessee to Borrower;

(c) other than as expressly provided in the Operating Lease, not to (i) assign, sublet, convey, mortgage, pledge, grant easements or otherwise encumber or transfer its interest in the Operating Lease without the prior written consent of Lender and the delivery of a Rating Confirmation, (ii) modify, amend, terminate, cancel or surrender the Operating Lease without the prior written consent of Lender and the delivery of a Rating Confirmation or (iii) pledge or grant any security interest in its income derived from the operation of the Properties to any party other than Borrower;

(d) that the provisions of the Loan Agreement with respect the application of insurance proceeds and condemnation awards shall govern in the event of any inconsistency between such provisions and the provisions of the Operating Lease;

(e) to provide a subordination and nondisturbance agreement in a commercially reasonable form to another lender in connection with a refinancing of all or any portion of the Properties; and

“Rating Confirmation” shall mean written confirmation from the Rating Agencies that such event or action will not result in a downgrade, withdrawal or qualification of the initial, or, if higher, then current ratings issued in connection with a Securitization, or if a Securitization has not occurred, any ratings to be assigned in connection with a Securitization.

9. **Single Purpose Entity.**

Operating Lessee covenants and agrees that it has not and shall not:

- (a) engage in any business or activity other than the operation, leasing, managing and maintenance of the Properties and activities incidental thereto;
- (b) acquire or own any assets other than (i) its interest in the Operating Lease, and (ii) such Personal Property as may be necessary for the operation of the Properties;
- (c) merge into or consolidate with any Person (hereinafter defined) or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;
- (d) (i) fail to observe all organizational formalities or fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, or (ii) amend, modify, terminate or fail to comply with the provisions of its organizational documents;
- (e) own any subsidiary or make any investment in, any Person;
- (f) commingle its assets with the assets of other Person;
- (g) incur any indebtedness, secured or unsecured, direct or contingent (including guaranteeing any obligation);
- (h) fail to maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate from those of any other person; provided, however, that it shall be permitted to have its financial statements included in the consolidated financial statements of its parent and affiliates so long as an annotation is made on such consolidated financial statements to indicate that Operating Lessee is a separate entity;
- (i) enter into any contract or agreement with any member, general partner, shareholder, principal, guarantor of the obligations of Operating Lessee or any Affiliate of thereof, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arm’s length basis with unaffiliated third parties;

- (j) maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;
- (k) assume or guaranty the debts of any other Person, hold itself out to be responsible for the debts of any other Person, or otherwise pledge its assets for the benefit of any other Person or hold out its credit as being available to satisfy the obligations of any other Person;
- (l) make any loans or advances to any Person;
- (m) fail to prepare separate tax returns or, if part of a consolidated group, be shown as a separate member of such group;
- (n) fail either to hold itself out to the public as a legal entity separate and distinct from any other Person or to conduct its business solely in its own name or fail to correct any known misunderstanding regarding its separate identity;
- (o) fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;
- (p) without the unanimous written consent of 100% of the directors of Operating Lessee, including, without limitation, each Independent Director (hereinafter defined), (a) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any Creditors Rights Laws (hereinafter defined), (b) seek or consent to the appointment of a receiver, liquidator or any similar official, or (c) make an assignment for the benefit of creditors;
- (q) fail to fairly and reasonably allocate any overhead for shared expenses (including, without limitation, shared office space and services performed by an employee of an affiliate);
- (r) fail to remain solvent or pay its own liabilities (including, without limitation, salaries of its own employees) only from its own funds;
- (s) acquire obligations or securities of its partners, members, shareholders or other affiliates, as applicable;
- (t) violate or cause to be violated the assumptions made with respect to Operating Lessee and its principals in any opinion letter pertaining to substantive consolidation delivered to Lender in connection with the Loan;
- (u) fail to hold its assets in its own name; and
- (v) fail to maintain a sufficient number of employees (including through adequate management arrangements) in light of its contemplated business operations.

The organizational documents of Operating Lessee shall provide that at all times there shall be at least two duly appointed members of the board of directors (each an "Independent Director") of Operating Lessee reasonably satisfactory to Lender each of whom are not at the time of such individual's initial appointment, and shall not have been at any time during the preceding five (5) years, and shall not be at any time while serving as a director of Operating Lessee, either (i) a shareholder (or other equity owner) of, or an officer, director, partner, manager, member, employee, attorney or counsel of, Operating Lessee or any of their respective shareholders, partners, members, subsidiaries or affiliates; (ii) a customer or creditor of, or supplier to, Operating Lessee or any of its respective shareholders, partners, members, subsidiaries or affiliates who derives any of its purchases or revenue from its activities with Operating Lessee or any Affiliate of any of them; (iii) a Person who Controls or is under common Control with any such shareholder, officer, director, partner, manager, member, employee, supplier, creditor or customer; or (iv) a member of the immediate family of any such shareholder, officer, director, partner, manager, member, employee, supplier, creditor or customer.

The organizational documents of Operating Lessee shall provide that the board of directors of Operating Lessee shall not take any action which, under the terms of any certificate of incorporation, by-laws or any voting trust agreement with respect to any common stock, requires an unanimous vote of the board of directors of Operating Lessee unless at the time of such action there shall be at least two members of the board of directors who are Independent Directors. Operating Lessee will not, without the unanimous written consent of its board of directors including each Independent Director, on behalf of itself, (i) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable Creditors Rights Laws; (ii) seek or consent to the appointment of a receiver, liquidator or any similar official; or (iii) make an assignment for the benefit of creditors.

"Affiliate" shall mean, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person.

"Control" shall mean the power to direct the management and policies of a Person, directly or indirectly, whether through the ownership of voting securities or other beneficial interests, by contract or otherwise

"Creditors Rights Laws" shall mean with respect to any Person any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship, arrangement, adjustment, winding up, liquidation, dissolution, composition or other relief with respect to its debts or debtors.

"Person" shall mean any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

10. **Representations Regarding Management Agreement.** Operating Lessee hereby represents that the Management Agreement is in full force and effect and there is no default thereunder by any party thereto and no event has occurred that, with the passage of time and/or the giving of notice would constitute a default thereunder. No management fees under the Management Agreement are accrued and unpaid.

11. **Insurance.** Operating Lessee represents and warrants to Lender that the insurance required pursuant to the Loan Agreement is in full force and effect.

12. **Notice to Lender.** Operating Lessee agrees that it shall deliver to Lender a copy of any written notice of default given by Operating Lessee to Borrower simultaneously with the delivery to Borrower.

13. **Cooperation.** Notwithstanding anything contained in the Operating Lease to the contrary, from and after the time Purchaser obtains fee title or leasehold title, as applicable, to any or all of the Individual Properties, Purchaser may sell or transfer the Properties (or any part thereof) at any time without Operating Lessee's consent to one or more third parties. In the event of any such transfer, Operating Lessee shall cooperate with Purchaser (at no cost or expense to Operating Lessee) to effectuate such transfer, including, without limitation, by modifying the Operating Lease to create multiple operating leases, each encumbering one or more Individual Properties as Purchaser shall reasonably request and by delivering such other documents, opinions, organizational documents and similar items as Purchaser shall reasonably request; provided, however, that Operating Lessee shall have no obligation pursuant to this Section 13 to enter into any modification which would have a material adverse effect on the tax, regulatory or financial position of Operating Lessee or its Affiliates. All Operating Lease Payments (as defined in the Loan Agreement) and obligations of Operating Lessee and Borrower shall be divided proportionally among the multiple operating leases.

14. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Lender, Operating Lessee and Purchaser and their respective successors and assigns.

15. **Governing Law.** This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State where the applicable Property is located and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State where the applicable Property is located.

16. **Cross-Default.** Any default under this Agreement shall be deemed to be a default under the Operating Lease.

17. **Miscellaneous.** This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a

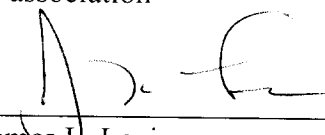
single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

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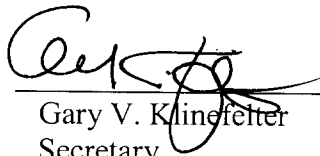
IN WITNESS WHEREOF, Lender and Operating Lessee have duly executed this Agreement as of the date first above written.

BANK OF AMERICA, N.A., a national banking association

By: 
James J. Levin
Principal



U-HAUL MOVING PARTNERS, INC., a
Nevada corporation

By: 

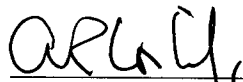
Gary V. Klinefelter
Secretary



THE UNDERSIGNED ACCEPTS AND AGREES TO
THE PROVISIONS HEREOF:

**UH STORAGE (DE) LIMITED
PARTNERSHIP**, a Delaware limited
partnership

By: UH Storage GP (DE) QRS 15-50,
Inc., a Delaware corporation, its
general partner

By: 
Anne R. Coolidge
President



STATE OF NEW YORK)

COUNTY OF NEW YORK)

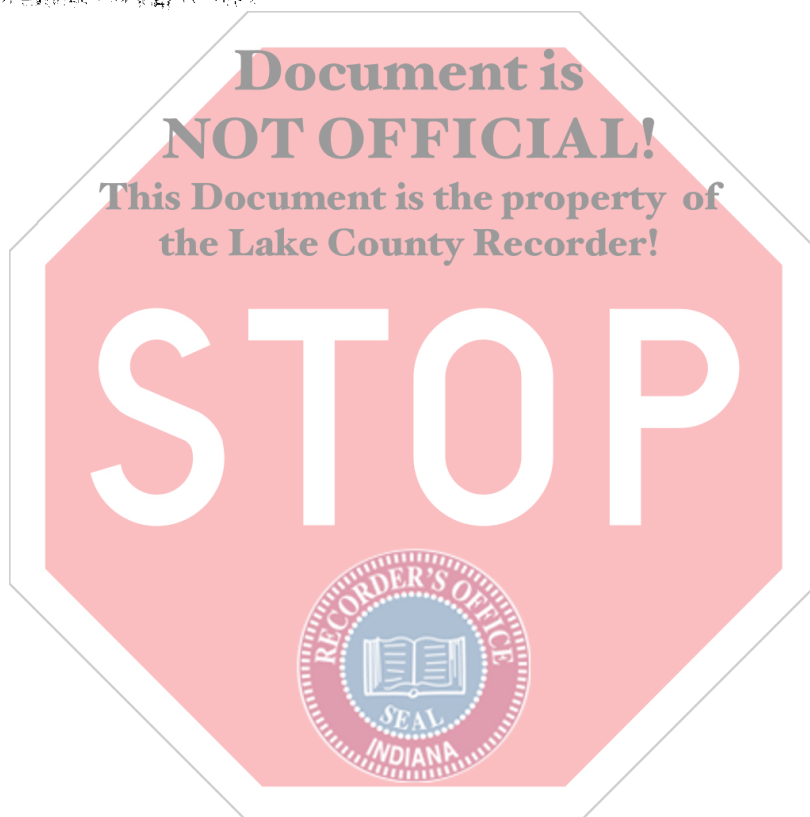
Before me, a Notary Public in and for said County and State, personally appeared James L. Levin, Principal of BANK OF AMERICA, N.A., a national banking association, who acknowledged execution of the foregoing instrument for and on behalf of said banking association and stated that the representations therein contained are true.

Witness my hand and Notarial Seal, the 25th day of April, 2004.

Notary Public

My commission expires: _____

XIN L. ZHU
NOTARY PUBLIC, State of New York
No. 01ZH6081922
Qualified in New York County
Commission Expires 12/31/2004



STATE OF *ARIZONA*)

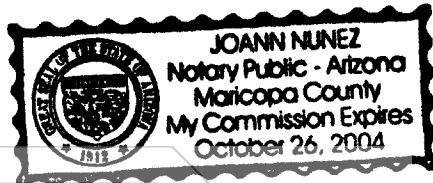
COUNTY OF *MARICOPA*)

Before me, a Notary Public in and for said County and State, personally appeared Gary V. Klinefelter, Secretary of U-HAUL MOVING PARTNERS, INC., a Nevada corporation, who acknowledged execution of the foregoing instrument for and on behalf of said corporation and stated that the representations therein contained are true.

Witness my hand and Notarial Seal, the *26* day of *April*, 2004.

Joanna Nunez

Notary Public
My commission expires: *10/26/04*



STATE OF New York)

COUNTY OF New York)

Before me, a Notary Public in and for said County and State, personally appeared Anne R. Coolidge, the President of UH Storage GP (DE) QRS 15-50, Inc., a Delaware corporation, the general partner of UH STORAGE (DE) LIMITED PARTNERSHIP, a Delaware limited partnership, who acknowledged execution of the foregoing instrument for and on behalf of said limited partnership and stated that the representations therein contained are true.

Witness my hand and Notarial Seal, the 27 day of April, 2004.

Monique Henderson

Notary Public

My commission expires: 4-28-07

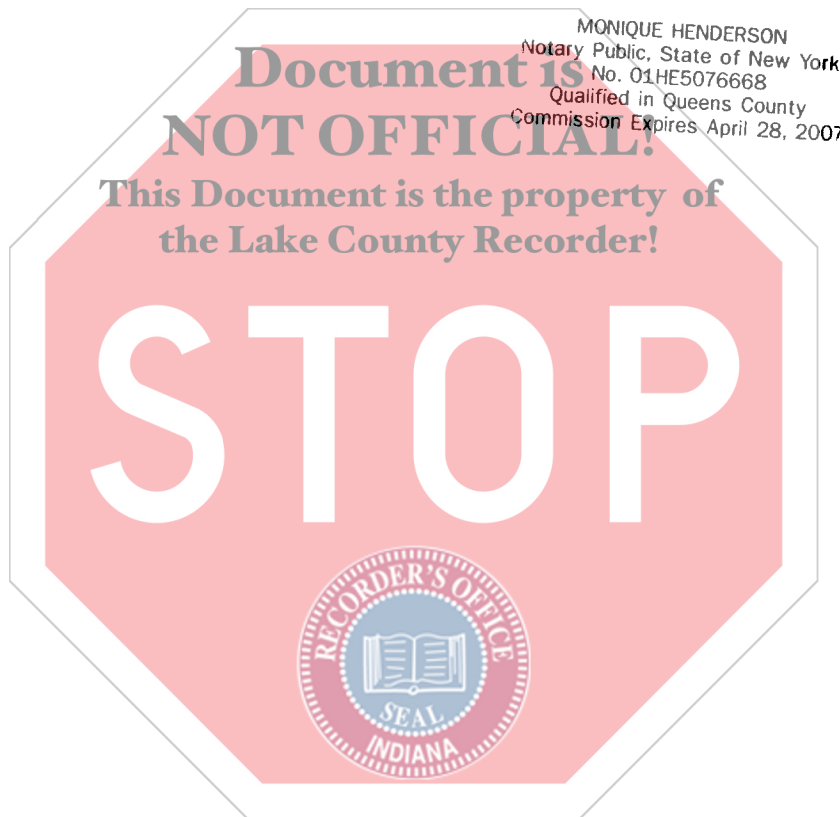


Exhibit A

Legal Description

Situated in the State of Indiana, in the County of Lake and the Town of Merrillville:

Parcel I

Part of the South Half of the Southeast Quarter of the Northeast Quarter of Section 20, Township 35 North, Range 8 West of the 2nd P.M. described as: Commencing at a point on the North line of State Road No. 30, which is 12 rods West of the East line of said tract and running thence North 661.32 feet, more or less, to the North line of said tract; thence West 66 feet; thence South 661.32 feet, more or less, to the North line of said State Road No. 30; thence East 66 feet to the Place of Beginning, in Lake County, Indiana.

Parcel II

Lot 2 of Metro Self Storage, Plat of P.U.D. Amendment to the Town of Merrillville, Lake County, Indiana, as shown in Plat Book 79, page 26, in Lake County, Indiana.

The above Parcel I and Parcel II have now been described by a Modernized Perimeter Legal Description as prepared by Landata Site Services as File #2003-04-0022 and F.S. Land Company as Project #LSLD032216, dated April 26, 2003 and last revised March __, 2004, more particularly described as follows:

Beginning at an existing Disk at the Northeast Corner of Section 20, Township 35 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana; thence South 00 degrees 20 minutes 54 seconds West, 2037.63 feet to a point; thence North 89 degrees 39 minutes 06 seconds West, 182.79 feet to the True Point of Beginning, said point being South 0.57 feet, East 0.27 feet from an existing 2 inch Iron Pipe; thence South 00 degrees 17 minutes 35 degrees East, 622.13 feet to a point on the North right-of-Way line of U.S. Highway No. 30 (A.K.A. West 81st Street), said point being South 1.09 feet from an existing 2 inch Iron Pipe; thence following said North Right-of-Way North 89 degrees 12 minutes 54 seconds West, 65.80 feet to a point, said point being North 0.17 feet, and West 0.24 feet from an existing Iron Pipe; thence leaving said Right-of-Way line, and following the East line of an existing 40 foot Frontage Road North 00 degrees 01 minutes 45 seconds West, 40.00 feet to a set #5 Rebar; thence following the South line of said 40 foot Frontage Road North 89 degrees 12 minutes 45 seconds West, 149.71 feet to an existing Rebar; thence leaving the North line of said 40 foot Frontage Road North 00 degrees 00 minutes 08 seconds West, 418.22 feet to a set #5 Rebar; thence North 89 degrees 39 minutes 48 seconds West, 352.71 feet to a point, said point being South 0.15 feet and East 0.26 feet from an existing Rebar; thence North 00 degrees 00 minutes 08 seconds West, 162.33 feet to a set #5 Rebar; thence South 89 degrees 39 minutes 06 seconds East, 565.14 feet to the True Point of Beginning.

