

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of the 17th day of May, 2006, by and between, **SERVISFIRST BANK** ("Lender") and **ADVANCE STORES COMPANY, INCORPORATED**, 5008 Airport Road, Roanoke, Virginia 24012 ("Tenant").

WITNESSETH:

WHEREAS, by the Lease dated May 5, 2006, (the "Lease") Tenant has leased from AA Chelsea, LLC ("Landlord"), for those certain premises consisting of 0.86 acres situated at U.S. Highway 280 located in the City of Chelsea, County of Shelby, State of Alabama, upon which Landlord has constructed a 7,000 square foot building and other improvements for Tenant's use, as more particularly described in the Lease (the "Leased Premises").

WHEREAS, Lender is the holder of a mortgage on the Leased Premises, given to Lender by Landlord dated as of May 17, 2006, recorded on May 19, 2006, in the Office of the Recorder of Deeds of Shelby County, Alabama, in Book 2006 at Page 519, as Document No. 239320 (collectively referred to herein with any other documents securing the debt secured by such mortgage as the "Mortgage").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lender hereby consents to the Lease.
2. The Lease is and shall be subject and subordinate at all times to the lien of the Mortgage and to all renewals, replacements and extensions of the Mortgage to the full extent of the principal sum secured thereby and interest thereon.
3. In the event Lender shall commence an action to foreclose the Mortgage or to obtain a receiver of the Leased Premises, or shall foreclose the Mortgage by advertisement, entry and sale according to any procedure available under the laws of the state, Tenant shall not be joined as a party defendant in any such action or proceeding and Tenant shall not be disturbed in its possession of the Leased Premises, so long as Tenant is not in default under any of the material terms, covenants, or conditions of the Lease beyond any applicable cure period provided in the Lease.
4. In the event Lender shall acquire the Leased Premises upon foreclosure, or by deed in lieu of foreclosure, or by any other means:

- (a) Tenant shall be deemed to have made a full and complete attornment to Lender as Landlord under the Lease so as to establish direct privity between Lender and Tenant; and
 - (b) All rights and obligations under the Lease shall continue in full force and shall be enforceable with the same force and effect as if the Lease had originally been made and entered into directly by and between Lender as Landlord thereunder, and Tenant; and
 - (c) Lender shall recognize and accept the rights of Tenant and shall thereafter assume the obligations of Landlord under the Lease.
5. Nothing herein contained shall impose any obligations upon Lender to perform any of the obligations of Landlord under the Lease, unless and until Lender shall become owner or mortgagee in possession of the Leased Premises.
6. Any notice required or desired to be given under this Agreement shall be in writing and shall be deemed given (a) upon receipt if delivered personally; (b) two (2) business days after being deposited into the U.S. mail if being sent by certified or registered mail, return receipt requested, postage prepaid; or (c) one (1) business day after being sent by reputable overnight air courier service (i.e., Federal Express, Airborne, etc.) with guaranteed overnight delivery, and addressed as follows:

If to Lender: **SERVISFIRST BANK**
3300 Cahaba Road, Suite 300
Birmingham, Alabama 35223

If to Tenant: **ADVANCE STORES COMPANY, INCORPORATED**
5008 Airport Road
Roanoke, Virginia 24012
Attention: Real Estate Department

Copy to: **ADVANCE STORES COMPANY, INCORPORATED**
5008 Airport Road
Roanoke, Virginia 24012
Attention: Legal Department

Either party, at any time and from time to time (by providing notice to the other party in the manner set forth above), may designate a different address or person, or both, to whom such notice may be sent.

7. This Agreement shall be binding upon and inure to the benefit of any person or entity acquiring rights to the Leased Premises by virtue of the Mortgage, and the successors, administrators and assigns of the parties hereto.

8. No fixtures, furnishings, inventory, equipment or other personal property of Tenant are subject to the lien of the Mortgage.

IN WITNESS WHEREOF, this Agreement has been signed and sealed on the day and year first above set forth.

Attest:

Sedra Lee
Shirley

Witness:

Missy
Marsha Reavis

Lender:

SERVISFIRST BANK

By: Bh
Name: Bart McBride
Title: Comm Loan Officer

Tenant:

**ADVANCE STORES COMPANY,
INCORPORATED**

By: JL Wade
Jimmie L. Wade
Executive Vice President,
Business Development

STATE OF Alabama)
COUNTY OF Jefferson) SS;
)

THE undersigned, a Notary Public, in and for the County and State aforesaid, does hereby certify, that Bart McBride personally known to me to be the Commercial Lending Officer of ServisFirst Bank, a corporation, and personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged under oath that as such Officer he signed and delivered the said instrument pursuant to authority duly given to him by said Corporation.

Given under my hand and seal this 24th day of July, 2006.

Seana Lee
Notary Public

My Commission Expires: 6/29/2008

STATE OF VIRGINIA)
COUNTY OF ROANOKE) SS;
)

THE undersigned, a Notary Public, in and for the County and State aforesaid, does hereby certify, that Jimmie L. Wade, Executive Vice President, Business Development OF **ADVANCE STORES COMPANY, INCORPORATED**, a Virginia corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged under oath that as such Executive Vice President, Business Development he signed and delivered the said instrument pursuant to authority duly given to him by said corporation.

Given under my hand and seal this 9th day of June, 2006.

Patricia A. Fye
Notary Public

My Commission expires: June 30, 2007

Prepared by and return to when recorded:

ADVANCE STORES COMPANY, INCORPORATED
Attn: Real Estate Department
5008 Airport Road
Roanoke, Virginia 24012

AAP Store #6293 – Chelsea, AL