

**SUBORDINATION, NONDISTURBANCE AND
ATTORNMENMENT AGREEMENT**

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENMENT AGREEMENT ("Agreement"), made and entered into as of March 25, 2015, by and between THE SHERWIN-WILLIAMS COMPANY, an Ohio corporation ("Lessee"), and STATE FARM BANK, a(n) Federal Savings ("Mortgagee").
Bank

WITNESSETH:

WHEREAS, Lessee, as lessee, and Chelsea Commons, L.L.C., as lessor ("Lessor"), entered into a certain lease dated September 13, 2005, as the same may have been or be amended, extended, renewed or otherwise modified (collectively, the "Lease"), covering premises located at 16641 U.S. Highway 280, Suite 100, Chelsea, Alabama, as further described in the Lease (the "Demised Premises");

WHEREAS, Mortgagee is or will become the owner and holder of a note from Lessor secured by a mortgage or deed of trust (the "Mortgage"), dated March 27, 2015, and recorded as Instrument No. *See Below, in Volume , Page , Shelby County Recorder's Office, constituting a first lien on certain real property (the "Mortgaged Property") which includes the Demised Premises; and

* Inst # 20150403000106440

WHEREAS, Mortgagee and Lessee desire to provide for the subordination of the Lease to the lien of the Mortgage, for the nondisturbance by Mortgagee of the Lease and Lessee's rights thereunder, and for certain other matters, all as further set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and consented to by Mortgagee and Lessee, Mortgagee and Lessee do hereby agree as follows:

1. The Lease is and shall be absolutely subordinate to the lien of the Mortgage.

2. So long as Lessee is not in default (after giving effect to any notice requirements and cure periods provided in the Lease) in the payment of rent or additional rent or in the performance of any of the other terms, covenants or conditions of the Lease on Lessee's part to be performed, Lessee's possession of the Demised Premises under the Lease and Lessee's rights and privileges thereunder shall not be diminished or interfered with by Mortgagee, and Lessee's occupancy of the Demised Premises shall not be disturbed by Mortgagee during the term of the Lease or any extensions or renewals thereof. [Mortgagee further agrees, notwithstanding anything to the contrary contained in the Mortgage or any other agreement or instrument, that

Mortgagee shall permit insurance proceeds payable in respect of the Mortgaged Property to be used by the Lessor for any restoration or repair of the Demised Premises which is required by the provisions of the Lease.]

3. If the interest of Lessor in the Mortgaged Property and/or the Lease shall be acquired by Mortgagee or its designee by reason of foreclosure of the Mortgage or other proceedings brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or by any other method, then: the Lease and the rights of Lessee thereunder shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease; Lessee and Mortgagee shall thereupon be bound under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, and any extensions or renewals thereof, with the same force and effect as if Mortgagee were originally the lessor under the Lease; and Lessee does hereby attorn to Mortgagee as its lessor under the Lease, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto immediately upon Mortgagee's succeeding to the interest of Lessor under the Lease.

4. This Agreement shall be binding upon the successors in interest and assigns of the parties hereto. This Agreement may be executed in multiple, identical counterparts which, when taken together, shall constitute one and the same instrument.

WITNESS:

STATE FARM BANK


Deb Evans
Natasha Rutledge

By: James A. Collins
Its: Bank Manager

THE SHERWIN-WILLIAMS COMPANY,
an Ohio corporation

Rebecca Williams
Deborah M. Marchetti

By: [Signature]
Assistant Secretary


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Shelby Cnty Judge of Probate, AL
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STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said county and state, appeared Michael T. Cummins, to me personally known, who, being by me sworn, did say that he is the Assistant Secretary of The Sherwin-Williams Company, the corporation named in and which executed the foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and, that said instrument is his free act and deed individually and the free act and deed of said corporation.

WITNESS my hand and official stamp or seal at Cleveland, Ohio, this 25 day of March, 2015.

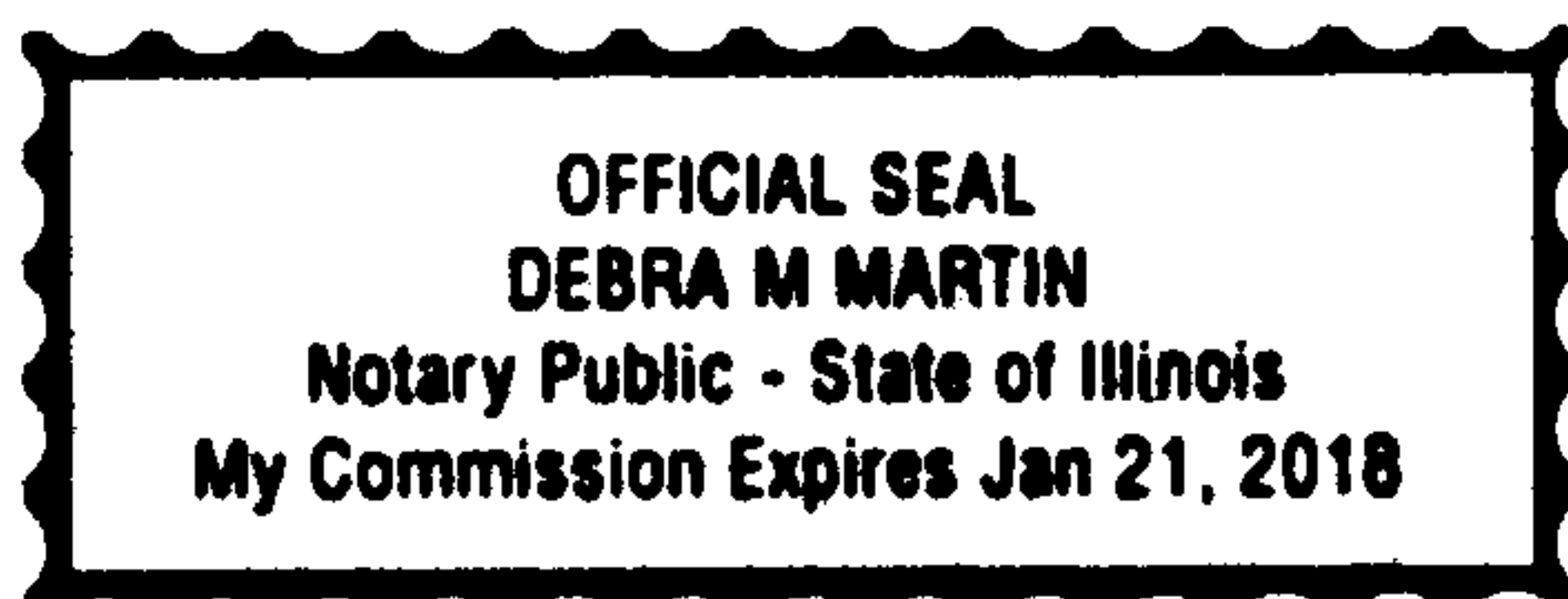
Alyson J. Brown
Notary Public
My commission expires:

ALYSON J. BROWN
NOTARY PUBLIC - STATE OF OHIO
Resided in Lorain County
My commission expires Mar 31, 2015

STATE OF Illinois)
) SS:
COUNTY OF Livingston)

BEFORE ME, a Notary Public in and for said county and state, appeared James R. Collins, to me personally known, who, being by me sworn, did say that he/she is the Bank Manager of State Farm Bank, the corporation named in and which executed the foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and, that said instrument is his/her free act and deed individually and the free act and deed of said corporation.

WITNESS my hand and official stamp or seal at Bloomington, IL, this 25th day of March, 2015.



Debora M. Martin
Notary Public
My commission expires:



Shelby Cnty Judge of Probate, AL
04/03/2015 03:13:36 PM FILED/CERT