

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of the 30th day of November, 2016, by and between **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation ("Lender") and **ADVANCE STORES COMPANY, INCORPORATED**, 5008 Airport Road, Roanoke, Virginia 24012 ("Tenant").

WITNESSETH:

WHEREAS, by the Lease dated May 05, 2016, the "Lease") Tenant has leased from Chelsea Properties, LLC, as successor in interest to AA Chelsea, LLC ("Landlord"), that 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 _____, _____, recorded on _____, _____, in the Office of the Recorder of Deeds of _____ County, _____, in Book _____ at Page _____, as Document No. _____ (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: **BRANCH BANKING AND TRUST COMPANY**
P.O. Box 6676
Florence, SC 29502-6676
Attn: Joanne M. Long

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:

Lender:

BRANCH BANKING AND
TRUST COMPANY

Rhonda Panell
Joanne M Long

By: Mathew T Langston
Name: Mathew T Langston
Title: Senior Vice President

STATE OF SC)
COUNTY OF Florence) SS;

THE undersigned, a Notary Public, in and for the County and State aforesaid, does hereby certify, that Mathew T. Langston personally known to me to be the SVP of Branch Banking & Trust Company a N.C. Banking 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 SVP he signed and delivered the said instrument pursuant to authority duly given to him by said Branch Banking & Trust Company.

Given under my hand and seal this 21st day of December, 2016.

Joanne M Long
Notary Public

My Commission Expires: 7-2-2024

Witness:

Tenant:

**ADVANCE STORES COMPANY,
INCORPORATED**

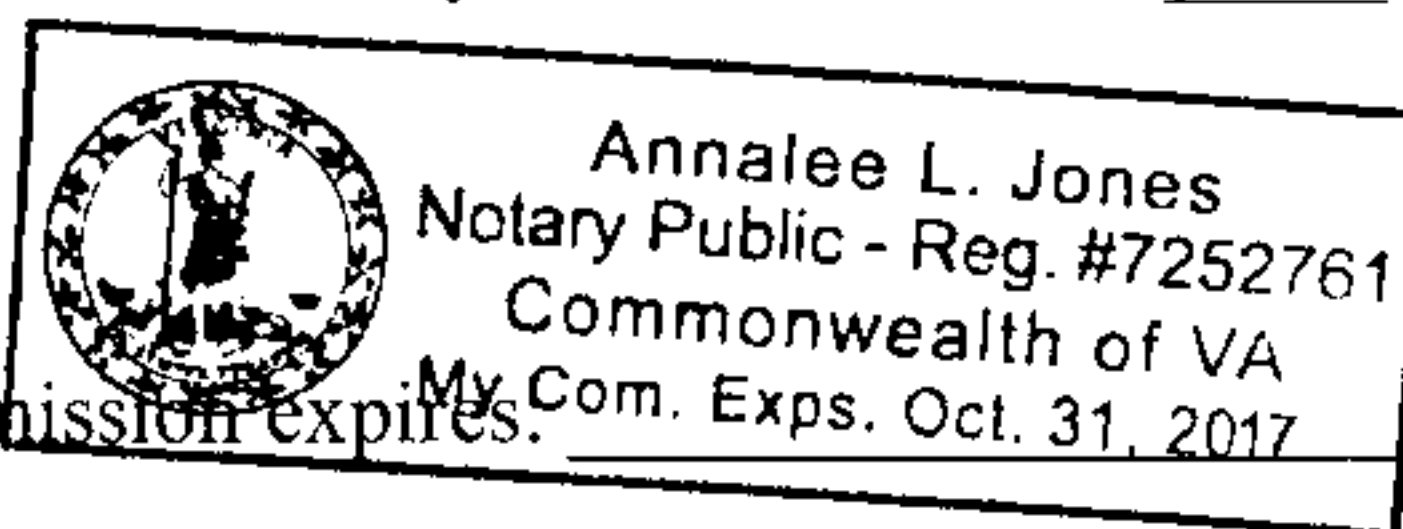
Ina Pink
[Signature]

By: [Signature]
Wayne Barnes
Director, Facilities Management

STATE OF VIRGINIA)
) SS;
CITY OF ROANOKE)

THE undersigned, a Notary Public, in and for the City and State aforesaid, does hereby certify, that Wayne Barnes, Director of Facilities Management, 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 Director, Facilities Management, he signed and delivered the said instrument pursuant to authority duly given to him by said corporation.

Given under my hand and seal this 14th day of December, 2016.


My Commission expires. Oct. 31, 2017

[Signature]
Notary Public

Prepared by and return to when recorded:

ADVANCE STORES COMPANY, INCORPORATED

Attn: Real Estate Department
5008 Airport Road
Roanoke, Virginia 24012



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Shelby Cnty Judge of Probate, AL
01/05/2017 11:58:05 AM FILED/CERT