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**AND SHOULD BE RETURNED TO AFTER RECORDING:**

WALGREEN CO.

200 Wilmot Road, MS 2252

Deerfield, Illinois 60015

Attn: Lola Allen-Muhammad (Store No. #7306)

Law Department

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

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT  
AGREEMENT** made in multiple copies as of the 23<sup>rd</sup> day of October, 2002, by and  
between **AMSOUTH BANK**, a(n) Alabama chartered bank ("Mortgagee"), **CALDWELL-  
VALLEY, LLC**, a(n) Alabama limited liability company ("Landlord") and **WALGREEN CO.**,  
an Illinois corporation ("Tenant");

**WITNESSETH:**

**WHEREAS**, Mortgagee is the holder of a Note in the original principal amount of  
\$3,300,000.00, secured by a Mortgage or Deed of Trust ("Mortgage") dated  
October 29, 2002, recorded on October 29, 2002, in Instrument  
No. 20021029000534,<sup>170</sup> in the Official Records of Shelby County, State of Alabama, covering  
the property legally described on Exhibit "A" attached hereto and made a part hereof;

✓ #7306

John L. Hartman III  
P.O. Box 846  
B'ham, AL 35201

**WHEREAS**, by Lease dated \_\_\_\_\_, 2002, ("Lease"), recorded by Memorandum of Lease of even date, on \_\_\_\_\_, 2002, in Instrument No. \_\_\_\_\_, in the Official Records of Shelby County, State of Alabama, Landlord, as landlord, leased to Tenant, as tenant, the property, of the northeast corner of Caldwell Mill Road and Valleydale Road in Shelby County, Alabama, legally described on Exhibit "A" ("Leased Premises");

**WHEREAS**, Mortgagee and Tenant desire to confirm their understanding with respect to said Lease and said Mortgage;

**NOW, THEREFORE**, in consideration of the Premises and the mutual covenants and promises contained herein and other good and valuable consideration, the parties agree as follows:

1. Subject to the covenants, terms and conditions of this Agreement, the lien of said Lease is hereby subordinated to the lien of said Mortgage. If there shall be a conflict between the terms of said Lease and the terms of said Mortgage, the terms of said Lease shall prevail.
2. In the event Mortgagee or any other party (collectively "Successor Landlord") acquires title or right of possession of the Leased Premises under said Mortgage through foreclosure, or otherwise, said Lease shall remain in full force and effect and Tenant shall continue occupancy of the Leased Premises in accordance with the terms and provisions of said Lease. In such event, during the period that it holds title to or possession of the Leased Premises, Successor Landlord shall be in all respects bound by said Lease as Landlord and by all of Tenant's rights thereunder. Successor Landlord's remedies pursuant to the Lease will be in full force and effect once Successor Landlord succeeds to the interest of Landlord under the Lease and once Successor Landlord is bound by all of the terms and conditions of said Lease.
3. So long as Successor Landlord shall be bound by the terms and conditions of said Lease, Tenant shall attorn to Successor Landlord when Successor Landlord is in possession of the Leased Premises, whether such possession is pursuant to Mortgagee's rights under said Mortgage (which such attornment shall be effective and self operative without the execution of any further instrument on the part of any of the parties hereto), or otherwise, and will continue occupancy of the Leased Premises under the same terms and conditions of said Lease.

4. Mortgagee shall not include Tenant in any foreclosure proceeding involving the Leased Premises, unless required by applicable state law for Mortgagee to accomplish the foreclosure and then not to interfere with or diminish Tenant's rights under said Lease or disturb Tenant's possession.

5. Mortgagee shall use reasonable efforts to advise Tenant upon the release, cancellation or termination of said Mortgage.

6. In the event that Successor Landlord succeeds to the interest of Landlord under such Lease, Successor Landlord shall not be:

a). Liable for any act or omission of any prior landlord (including Landlord) or subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord), except for any defaults or remedies of which Tenant has notified Mortgagee prior to Successor Landlord becoming bound by the Lease in accordance with Article 2. Successor Landlord will not be held liable for any consequential damages for defaults of any prior Landlord; or

b). Bound by any payment of any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or

c). Bound by any amendment or modification of the Lease made without Mortgagee's written consent.

7. During the continuance of said Mortgage, Tenant shall use reasonable efforts to give written notice to Mortgagee of all defaults by Landlord of those obligations under said Lease which are of a nature as to give Tenant a right to terminate said Lease, reduce rent, or to credit or offset any amounts against future rents, and Mortgagee shall have the same opportunity as provided to Landlord in said Lease (but shall not be required) to cure the same. In any event, Tenant's failure to provide Mortgagee such written notice shall not impair any rights granted or derived by Tenant under said Lease and/or this Agreement. In no event shall Tenant terminate the Lease as a result of any breach or default of the Lease unless Tenant has provided Mortgagee notice and afforded the Mortgagee the same opportunity to cure such breach or default as provided to Landlord in said Lease; provided, however, that Mortgagee shall not be obligated to remedy or cure any default of Landlord under the Lease.



8. Tenant hereby agrees that upon receipt of written notice from Mortgagee of a default by Landlord under said Mortgage, all checks for rent and other sums payable by Tenant under said Lease to Landlord shall, from the date of Tenant's receipt of such written notice, be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction shall direct otherwise. Such an assignment of rent shall not relieve Landlord of any of its obligations under said Lease and shall not modify or diminish any rights granted to Tenant by said Lease or this Agreement, including but not limited to, any rights contained in said Lease which allow Tenant the right of so-called self help, offsets or deductions in the event of default or otherwise. Landlord hereby consents and agrees to the provisions of the paragraph and hereby authorizes Tenant to direct all rental and other payments under said Lease as provided by this paragraph. Landlord hereby relieves Tenant from any liability by reason of Tenant's payment of any sums under said Lease as required by this paragraph. Tenant shall have no obligation to verify the existence of any such default stated in the notice from Mortgagee under this Article.

9. (a) Subject to the terms of (b) below, Tenant agrees that the covenants of Landlord in Article 8 of the Lease shall not be binding upon land owned by Successor Landlord that acquires the interest of Landlord in the Leased Premises through foreclosure of the Mortgage or a deed in lieu thereof, (provided that Successor Landlord owned or mortgaged such land prior to the date that it acquires the interest of Landlord in the Leased Premises), but shall apply to any subsequent purchaser or transferee that is not an affiliate or subsidiary of Successor Landlord.

(b) Upon Successor Landlord's acquisition of Landlord's interest, during the period that it holds title to the Leased Premises, Successor Landlord will not execute any agreement that violates the restrictions set forth in Article 8 of the Lease or agree to any modification of a then existing agreement which extends the right of any third party to operate in a manner inconsistent with the restrictions set forth in Article 8 of the Lease.

10. In the event Successor Landlord acquires title or right of possession of the Leased Premises, Tenant acknowledges and agrees that the liability of such Successor Landlord under the Lease shall be limited to its interest in the property described on Exhibit "A" and the rents, income and profits therefrom. Notwithstanding anything herein to the contrary, Tenant shall have all of its equitable remedies against Successor Landlord. Nothing contained herein shall otherwise limit Tenant's rights or remedies as provided in the Lease.

11. All notices under this Agreement shall be deemed to have been duly given if made in writing and sent by United States certified or registered mail, postage prepaid, or by overnight delivery service providing proof of receipt, and addressed as follows:

If to Mortgagee: AmSouth Bank  
13535 Feather Sound Drive  
Building I, Suite 610  
Clearwater, FL 33762  
Attn: Jeffrey L. Cash, Sr. Vice President

If to Tenant: 200 Wilmot Road  
Deerfield, Illinois 60015  
Attention: Law Department

If to Landlord: Caldwell-Valley, LLC  
100 2<sup>nd</sup> Avenue South – Suite 204N  
St. Petersburg, FL 33701  
Attn: William C. Lloyd, Managing Member

provided that each party by like notice may designate any future or different addresses to which subsequent notices shall be sent. Notices shall be deemed given upon receipt or upon refusal to accept delivery.

12. Tenant agrees that the right of first refusal shall not apply to Successor Landlord through a foreclosure, deed-in-lieu of foreclosure or any other enforcement action under the Mortgage; provided, however, such right of first refusal shall apply to subsequent purchasers of the Property.

13. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any

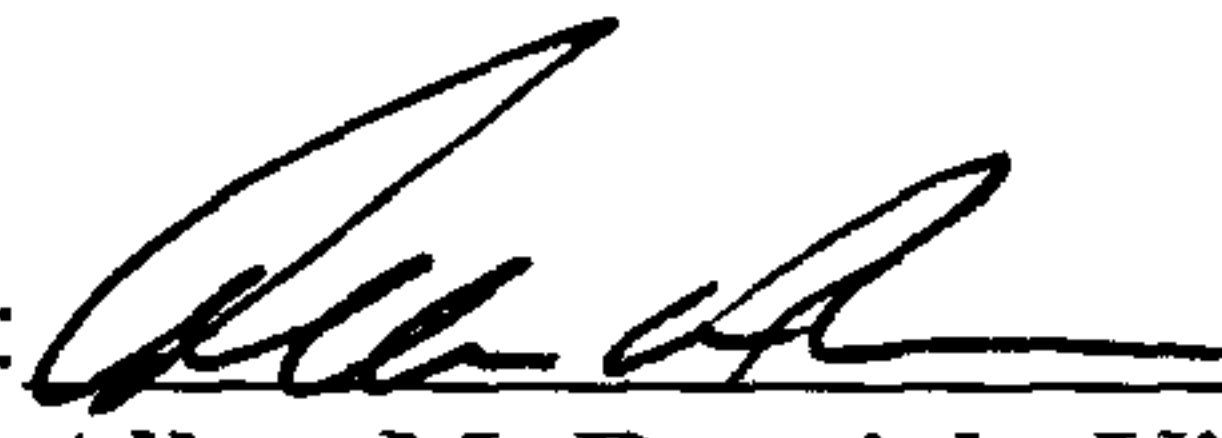
counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

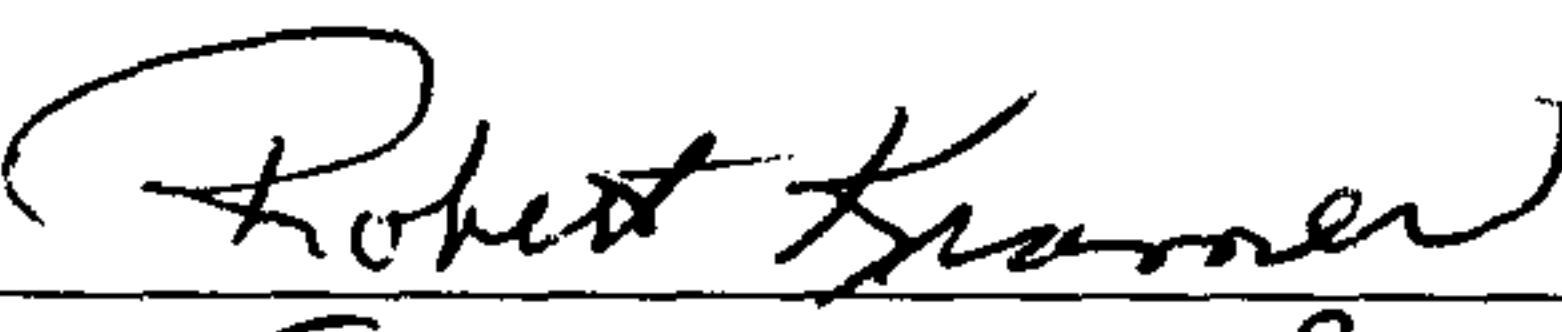
14. This Agreement shall also bind and benefit the heirs, legal representatives, successors and assigns of the respective parties hereto, and all covenants, conditions and agreements herein contained shall be construed as running with the land.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Agreement, under seal, as of the day and year first above written.

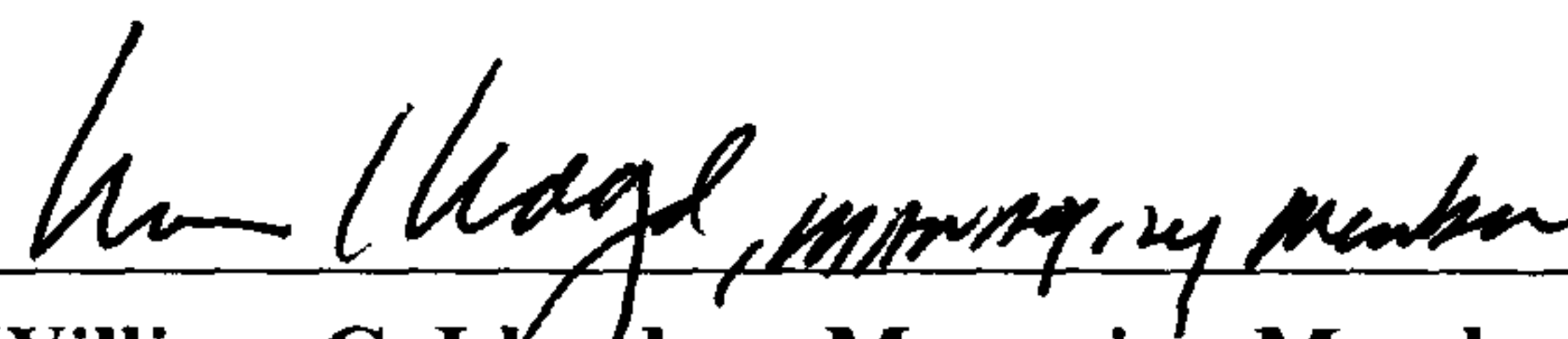
**WALGREEN CO.**

**AMSOUTH BANK**

By:   
Allan M. Resnick, Vice President

By:   
Its: Senior Vice President

**CALDWELL-VALLEY, LLC**

By:   
William C. Lloyd, as Managing Member

STATE OF ILLINOIS                    )  
  )  
COUNTY OF LAKE                    )

I, Barbara A Byrne, a Notary Public, do hereby certify that Allan M. Resnick, personally known to me to be the Vice President, respectively, of WALGREEN CO., an Illinois corporation, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this 24<sup>th</sup> <sup>October</sup> day of ~~July~~, 2002.

Barbara A. Byrne  
Notary Public

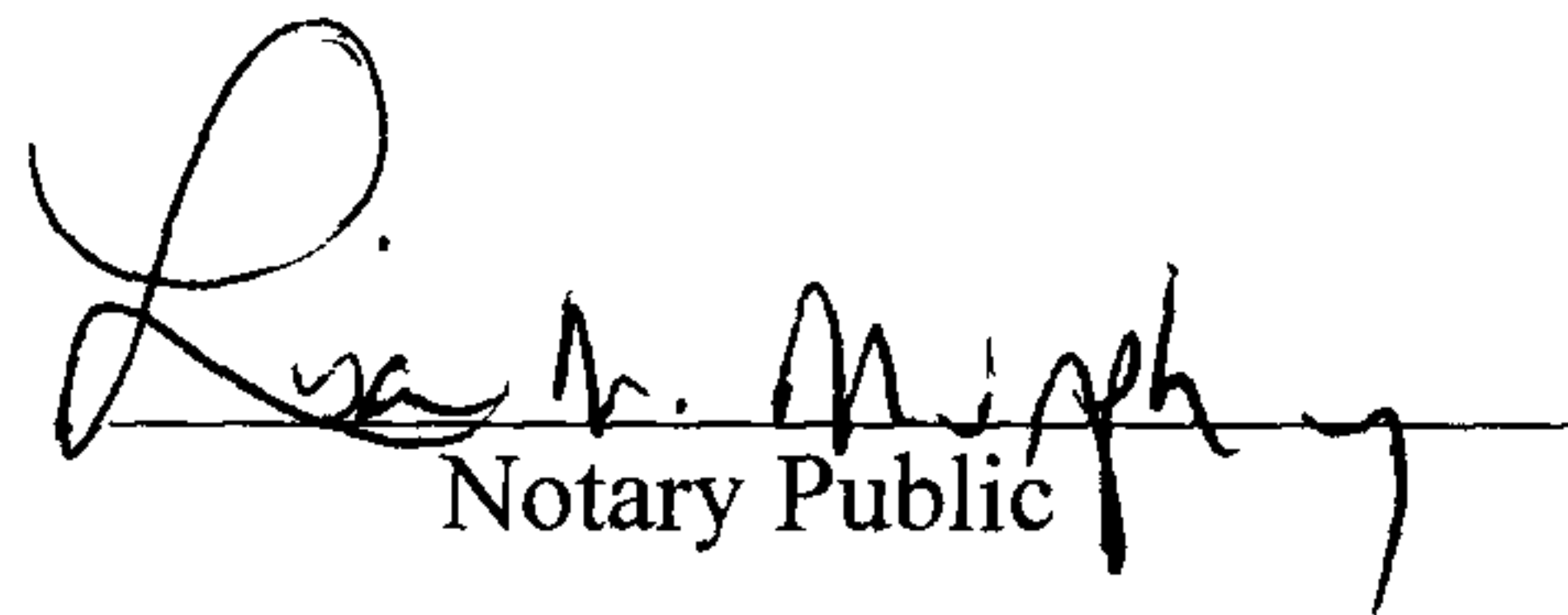
My commission expires:



STATE OF Florida )  
COUNTY OF Pinellas )

I, Lisa M. Murphy, a Notary Public, do hereby certify that Robert Kramer, personally known to me to be the Senior Vice President respectively, of AmSouth Bank, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Senior Vice President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this 21<sup>st</sup> day of October, 2002.

  
Notary Public

My commission expires:



Lisa M. Murphy  
Commission # CC 882131  
Expires Oct. 24, 2003  
Bonded Thru  
Atlantic Bonding Co., Inc.



STATE OF FLORIDA )  
 )  
COUNTY OF PINELLAS )

I, Lora E. Files, a Notary Public, do hereby certify that William C. Lloyd, personally known to me to be the Managing Member, respectively, of Caldwell-Valley, LLC, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Managing Member of said company, and caused the company seal of said company to be affixed thereto, pursuant to authority, given by the Members of said company as their free and voluntary act, and as the free and voluntary act and deed of said company, for the purposes therein set forth.

Given under my hand and notarial seal this 22nd day of October, 2002.

Lora E. Files  
Notary Public

My commission expires:



**Lora E. Files**  
Commission # DD 002929  
Expires March 18, 2005  
Bonded Thru  
Atlantic Bonding Co., Inc.

## EXHIBIT "A"

### LEGAL DESCRIPTION (STORE #7306)

Part of the Northeast quarter of the Northwest quarter of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of said quarter-quarter section, run North 00°00'32" West along the West line of said quarter-quarter section for a distance of 517.05 feet; thence run North 89°31'43" East for 69.33 feet to a point on the Easterly right of way line of Caldwell Mill Road and the point of beginning of the tract of land herein described; thence continue along the last described course for 194.08 feet; thence run South 00°28'18" East for 119.89 feet; thence run North 89°31'42" East for 0.33 feet; thence run South 00°28'14" East for 108.92 feet; thence run South 29°05'16" East for 71.91 feet to a point on the Northerly right of way line of Valleydale Road; said point being on a curve to the left, having a radius of 723.85 feet; thence run along said curve and said road right of way line a chord bearing of South 58°54'28" West for 53.67 feet; thence run North 75°08'14" West for 100.00 feet to a point on the Easterly right of way line of Caldwell Mill Road and the Point of Beginning of a curve to the right having a radius of 954.93 feet; thence run along said curve and said right of way line a chord bearing of North 16°52'52" West for 306.58 feet to the point of beginning.