

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made this 28 day of October, 2008, by and between ALABAMA CVS PHARMACY, L.L.C., with offices at c/o CVS Pharmacy, Inc., ATTN: Property Administration Department, One CVS Drive, Woonsocket, Rhode Island 02895 ("Tenant") and BOSTON MUTUAL LIFE INSURANCE COMPANY, having an address of 120 Royall Street, Canton, Massachusetts 02021 ("Mortgagee") and LAG INVESTMENTS, LLC having its office at 703 Market Street, San Francisco, California 94103 ("Landlord").

WITNESSETH:

WHEREAS, Tenant and Landlord have entered into a certain lease dated January 17, 2008, as assigned, modified, supplemented or amended by the documents listed on Exhibit A hereto (collectively, the "Lease") covering premises located at 100 Huntley Parkway, Pelham, Alabama, ("Premises") and as more specifically set forth in the Lease; and

WHEREAS, Mortgagee has made or has agreed to make a mortgage loan in the original principal amount of \$ 2,088,000.00 ("Loan") to Landlord evidenced by a promissory note secured by, among other security, a certain Mortgage/Deed of Trust/Deed to Secure Debt and Security Agreement ("Mortgage") on Landlord's property; and

WHEREAS, the Mortgage, and any other documents or instruments evidencing or securing the Loan are hereinafter collectively referred to as the "Loan Documents"; and

WHEREAS, Mortgagee has been requested by Tenant and by Landlord to enter into a non-disturbance agreement with Tenant;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, Mortgagee and Tenant and Landlord hereby agree and covenant as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and Tenant's interest in the Premises under the Lease, are and shall at all times be subject, subordinate, and inferior to the lien of the Loan Documents and to the lien of all renewals, modifications and extensions thereof, subject to the terms and conditions set forth in this Agreement.

2. Notwithstanding such subordination, so long as Tenant is not in default (beyond any applicable cure period) in the payment of fixed rent as set forth in the Lease, or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Premises and

Tenant's rights and privileges under the Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Mortgagee, and Tenant's occupancy of the Premises shall not be disturbed by Mortgagee for any reason whatsoever during the term of the Lease or any such extension or renewal thereof, except as would be permitted for Landlord to do so.

3. In addition, notwithstanding such subordination, so long as Tenant is not in default (beyond any applicable cure period) in the payment of rent or additional rent, or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Mortgagee will not join Tenant as a party defendant, unless required by law, in any foreclosure action or other proceeding for the purpose of terminating Tenant's interest and estate under the Lease or for any other purpose.

4. If the interests of Landlord in the Premises shall be transferred to and owned by Mortgagee by reason of foreclosure or other proceedings brought by it, or by deed in lieu of foreclosure, or if Mortgagee takes possession of the Premises pursuant to any provisions of the Loan Documents, then: (i) Mortgagee and Tenant shall be directly bound to each other under all the terms, covenants and conditions of the Lease for the balance of the term thereof and for any extensions or renewals thereof which may be exercised by Tenant, with the same force and effect as if Mortgagee were the Landlord under the Lease; and (ii) Tenant does hereby attorn to Mortgagee as its landlord, said attornment to be effective and self-operative (without the execution of any further instruments), immediately upon Mortgagee succeeding to the interests of the Landlord under the Lease; provided, however, regarding items (i) and (ii) above, that Tenant shall have received written notice from Mortgagee that it has succeeded to the interests of the Landlord under the Lease. The respective rights and obligations of Tenant and Mortgagee upon such attornment, to the extent of the then-remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth from and after Mortgagee's succession to the interests of the Landlord under the Lease, and Tenant shall have the same remedies against Mortgagee for the breach of any agreement contained in the Lease that Tenant might have under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord; provided, however, that Mortgagee shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord), except to the extent such act or omission continues during the period of possession by Mortgagee or during a period during which Mortgagee is receiving rent from Tenant pursuant to Paragraph 5 hereof; or

(b) subject to any defenses which Tenant might have against any prior landlord (including Landlord) prior to the date that Mortgagee first takes possession of the premises; or

(c) bound by any fixed rent which Tenant might have paid for more than the current month; or

- (d) bound by any security deposit which Tenant may have paid to any prior landlord (including Landlord), unless such deposit is in an escrow or other fund available to Mortgagee; or
- (e) bound by any amendment or modification or waiver of any provision of the Lease made without the consent of the Mortgagee, which would reduce the lease term, rents payable, or square footage. Said consent shall be deemed given if a response by Mortgagee is not received within thirty (30) days of Landlord's request.
- (f) bound by any right of first offer of Tenant as set forth in Article 34 of the Lease with respect to Mortgagee's mortgage interest in the Premises or any acquisition of the Premises by deed in lieu of foreclosure.

5. Tenant shall not be under any obligation to pay rent to Mortgagee until the Tenant shall have received written notice from Mortgagee that Mortgagee has succeeded to the interests of Landlord under the Lease or that Mortgagee has exercised its rights under the Loan Documents, and directing such payments be made to Mortgagee. Landlord by its execution of this Agreement hereby consents to such direct payments by Tenant to Mortgagee and hereby releases and discharges Tenant of, and from all liability to Landlord on account of any such payments. Upon receipt of such notice, Tenant shall make future payments due under the Lease to Mortgagee until notified otherwise in writing in accordance with the terms of the Lease and Tenant shall not be liable to Landlord to account for such payments.

6. (a) Tenant shall notify Mortgagee in writing at the address set forth herein of the occurrence of any default or event of default by Landlord under the Lease which would give Tenant the right to cancel or terminate the Lease; and Tenant will grant to Mortgagee up to 45 days or a reasonable time (not to exceed 45 days) in which to cure Landlord's default (which time shall be at least the period of time granted to the Landlord by the Lease), provided, however, that Mortgagee shall give Tenant written notice of Mortgagee's intent to cure Landlord's default within ten (10) business days of receipt of Tenant's notice of Landlord's default. Tenant agrees that it will not terminate or cancel the Lease on account of such default until such notice to Mortgagee has been given, and Mortgagee has had the opportunity to cure any such default. Should Mortgagee fail to so notify Tenant of Mortgagee's intent to cure Landlord's default within said ten (10) business days, then Tenant shall have all available rights and remedies (including the right to cure Landlord's default) under the Lease, at law and/or in equity. It is expressly understood and agreed that the above shall not be deemed to create any obligation of Mortgagee to cure any such default or defaults.

(b) Mortgagee shall use best efforts to copy Tenant on any notice of Mortgagor's default under the Loan Documents at the same time that Mortgagee shall serve a Notice of Default on Mortgagor.



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7. This Agreement may not be modified or amended, except by a writing by all parties hereto. Upon satisfaction of the Mortgage, this Agreement shall become null and void and be of no further effect.

8. Whenever in this Agreement it is provided that notice be given to or served upon any of the parties, each such notice or demand shall be in writing, and any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given or served as follows: If given or served by the Mortgagee, by mailing the same to the Tenant and Landlord by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, at the addresses listed on Page 1 of this Agreement, or at such other addresses as the Tenant and Landlord may from time to time designate by notice given to the Mortgagee; and if given or served by the Tenant, by mailing the same to the Mortgagee and Landlord by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, addressed to the Mortgagee and Landlord at the addresses listed on Page 1 of this Agreement, or at such other addresses as the Mortgagee and Landlord may from time to time designate by written notice given to Tenant; and if given or served by Landlord, by mailing the same to Tenant and Mortgagee by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, addressed to the Tenant and Mortgagee at the addresses listed on Page 1 of this Agreement, or such other addresses as the Tenant and Mortgagee may from time to time designate by written notice given to Landlord.

9. Except as provided in the Lease, Tenant hereby waives any priority it may have over Mortgagee with respect to any share of any condemnation award for a taking of all or part of the Premises, except any award for Tenant's loss of trade fixtures or improvements or installations made by Tenant; and agrees that all of any such award, except as above provided, shall be first payable to Mortgagee.

10. Anything herein or in the Lease to the contrary notwithstanding, in the event that Mortgagee shall acquire title to the Premises, or shall otherwise become liable for any obligations of Landlord under the Lease, Mortgagee shall have no obligation, nor incur any liability, beyond Mortgagee's then interest, if any, in the Premises and the Lease, and Tenant shall look exclusively to such interest of Mortgagee, if any, in the Premises and the Lease, for the payment and discharge of any obligations imposed upon Mortgagee hereunder or under the Lease. Tenant agrees that with respect to any money judgment which may be obtained or secured by Tenant against Mortgagee, Tenant shall look solely to the estate or interest owned by Mortgagee in the Premises, and Tenant will not collect or attempt to collect any such judgment out of any other assets of Mortgagee.

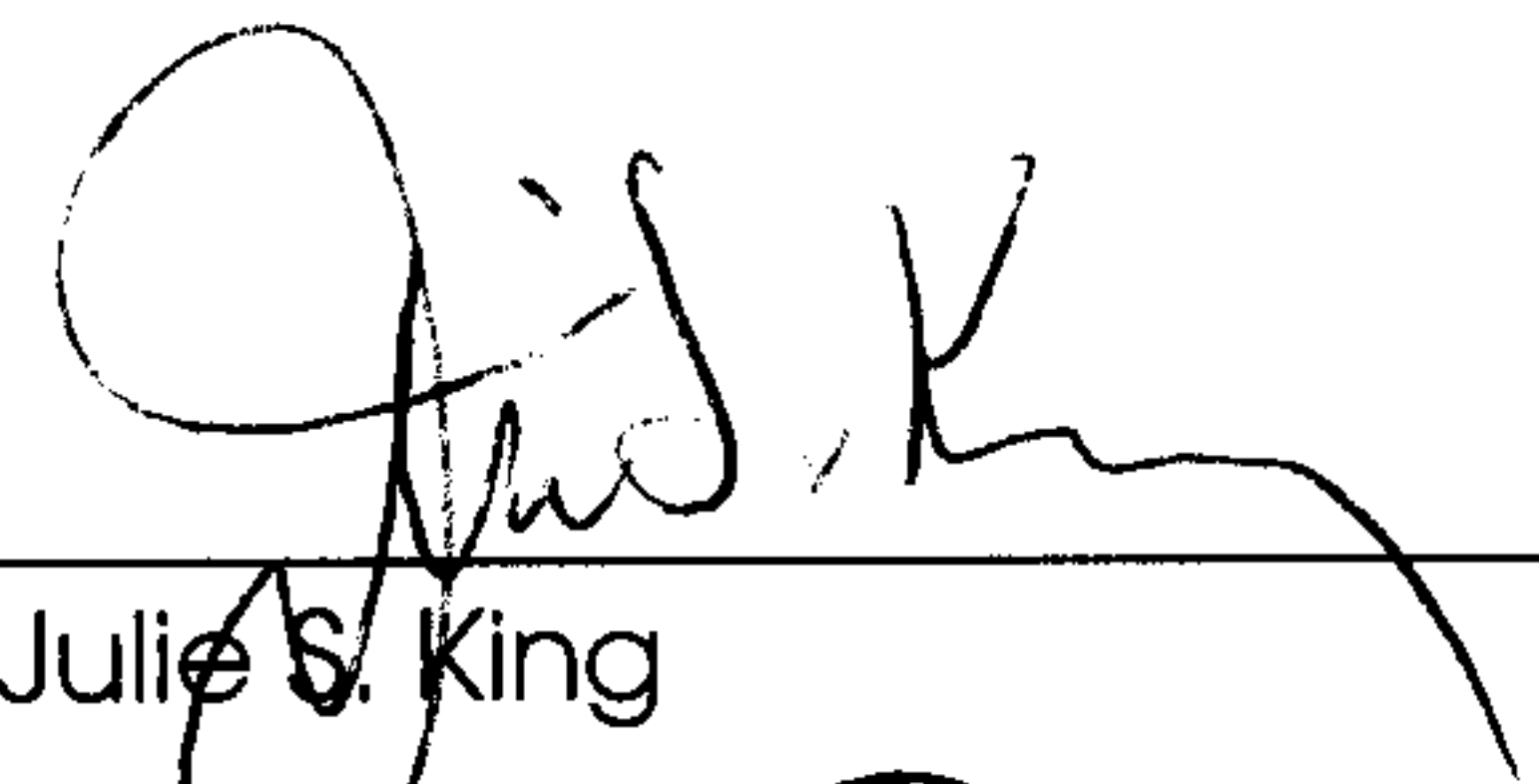
11. Notwithstanding anything herein to the contrary, Tenant shall not be deemed to be in default under any of the terms or conditions of this Agreement until Tenant has received a fully executed original copy of this Agreement.

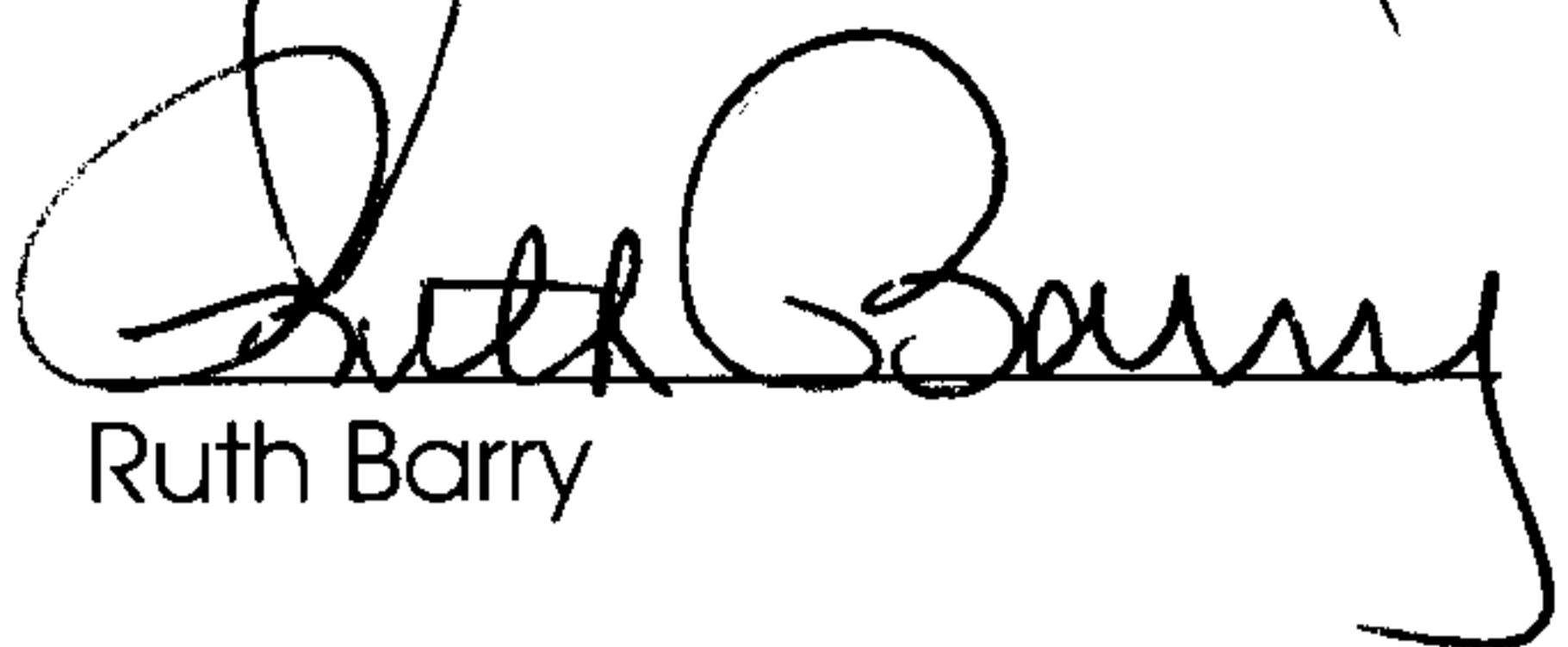

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12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns. In addition, this Agreement shall be binding upon any successor to Mortgagee's interest as Landlord of the Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

WITNESS:



Julie S. King


Ruth Barry

TENANT:

ALABAMA CVS PHARMACY, L.L.C.

By: 

Roxanne E. Sicard
Assistant Secretary

MORTGAGEE:

BOSTON MUTUAL LIFE INSURANCE COMPANY

Name: _____

Name: _____

By: _____
Name: _____
Title: _____


LANDLORD:

LAG INVESTMENTS, LLC

Name: _____

Name: _____

By: _____
Name: _____
Title: _____


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STATE OF RHODE ISLAND)
) ss:
COUNTY OF PROVIDENCE)

On this 23rd day of October, 2008, before me personally appeared Roxanne E. Sicard, who, being by me duly sworn, did depose and say that she resides in Cranston, Rhode Island; that she is Assistant Secretary of ALABAMA CVS PHARMACY, L.L.C., the limited liability company described in and which executed the above instrument and that she executed this instrument on behalf of said limited liability company and that she had authority to do so.


NOTARY PUBLIC

SHEILA C. PERKINS
Notary Public, State of Rhode Island
My Commission Expires July 10, 2010

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2008, before me personally appeared _____, who, being by me duly sworn, did depose and say that he/she resides at _____; that he/she is _____ of BOSTON MUTUAL LIFE INSURANCE COMPANY, a _____ described in and which executed the above instrument and that he/she executed this instrument on behalf of said _____ and that he/she had authority to do so.

NOTARY PUBLIC

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2008, before me personally appeared _____, who, being by me duly sworn, did depose and say that he/she resides at _____; that he/she is _____ of LAG INVESTMENTS, LLC, the _____ described in and which executed the above instrument and that he/she executed this instrument on behalf of said _____ and that he/she had authority to do so.

NOTARY PUBLIC



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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN MATEO

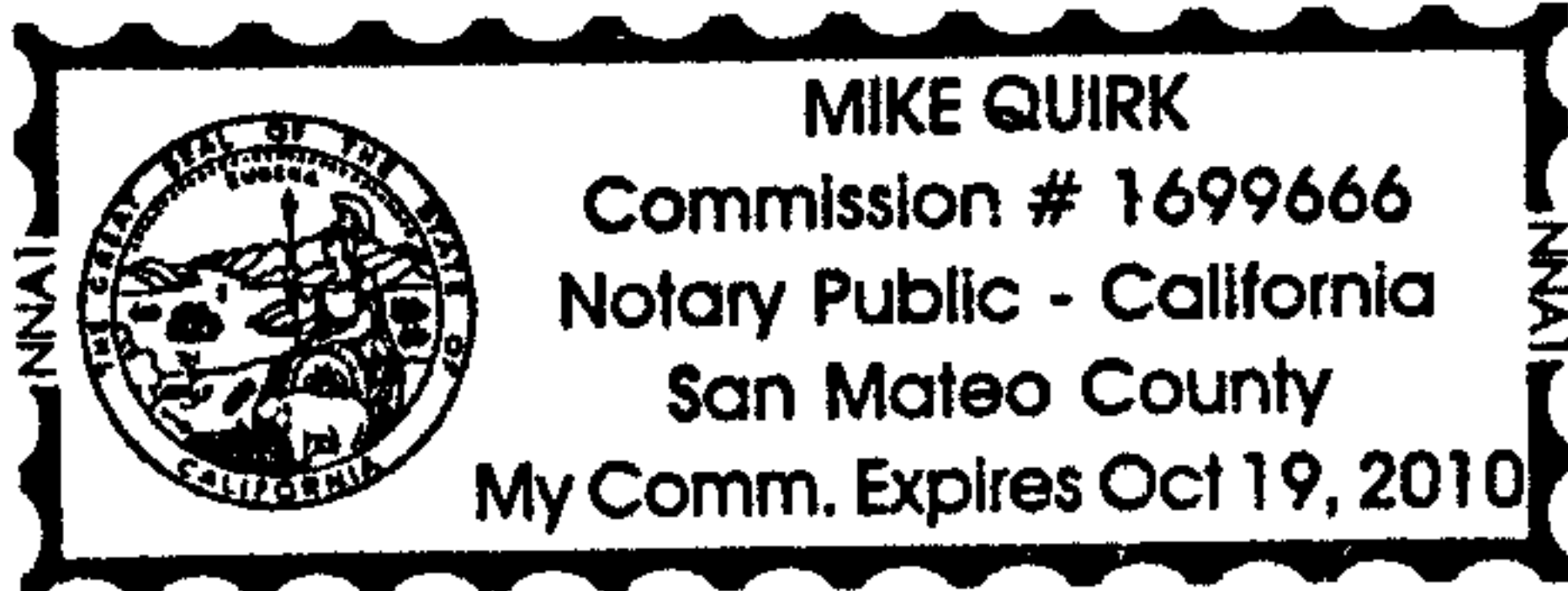
On OCTOBER 24, 2008 before me, MIKE QUIRK, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared LYNN GOODMAN

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: SUBORDINATION (SUDA)

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____


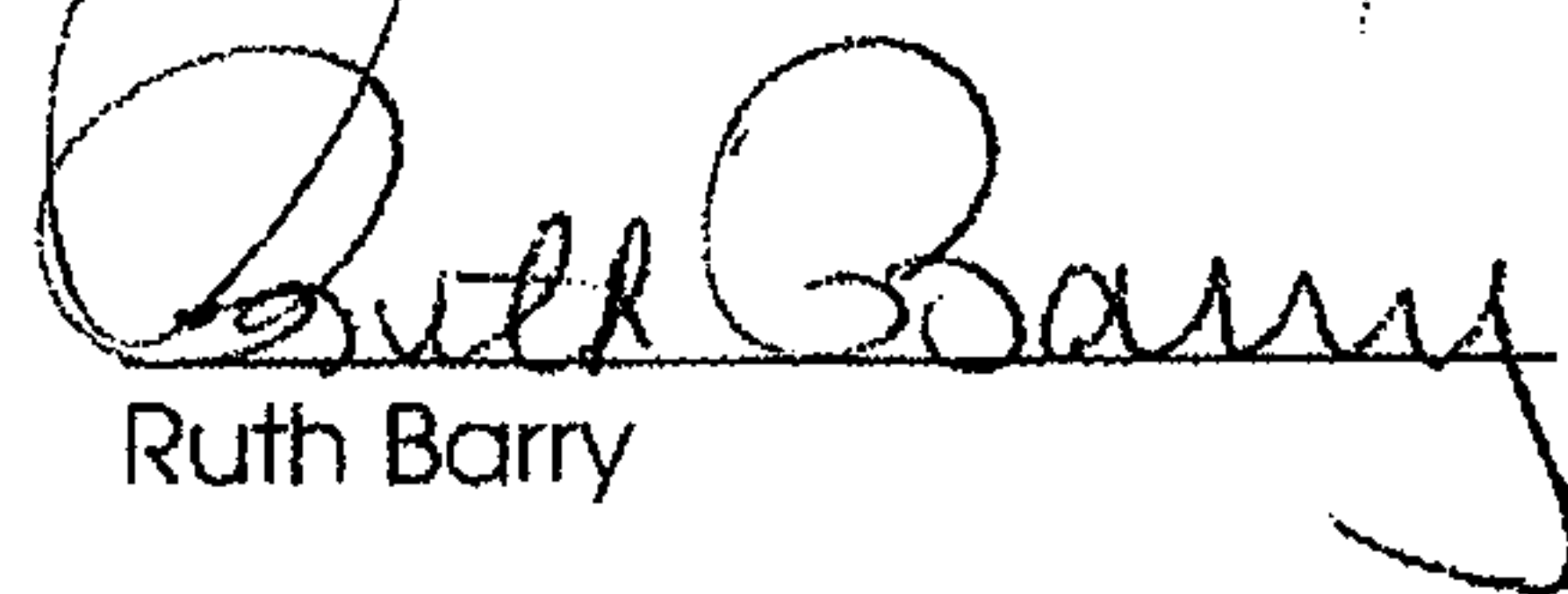
RIGHT THUMBPRINT
OF SIGNER
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12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns. In addition, this Agreement shall be binding upon any successor to Mortgagee's interest as Landlord of the Lease.


IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

WITNESS:


Julie S. King

Ruth Barry

TENANT:

ALABAMA CVS PHARMACY, L.L.C.

By: 
Roxanne E. Sicard
Assistant Secretary

MORTGAGEE:

BOSTON MUTUAL LIFE INSURANCE COMPANY

Name: _____

By: _____
Name: _____
Title: _____

Name: _____


LANDLORD:

LAG INVESTMENTS, LLC

Name: _____

By: LAG INVESTMENTS
Name: Lynn Goodman
Title: member

Name: _____


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10/29/2008 12:46:32PM FILED/CERT

STATE OF RHODE ISLAND)
) ss:
COUNTY OF PROVIDENCE)

On this 23rd day of October, 2008, before me personally appeared Roxanne E. Sicard, who, being by me duly sworn, did depose and say that she resides in Cranston, Rhode Island; that she is Assistant Secretary of ALABAMA CVS PHARMACY, L.L.C., the limited liability company described in and which executed the above instrument and that she executed this instrument on behalf of said limited liability company and that she had authority to do so.

Sheila O. Perkins
NOTARY PUBLIC

SHEILA O. PERKINS
Notary Public, State of Rhode Island
My Commission Expires July 10, 2010

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2008, before me personally appeared _____, who, being by me duly sworn, did depose and say that he/she resides at _____; that he/she is _____ of BOSTON MUTUAL LIFE INSURANCE COMPANY, a _____ described in and which executed the above instrument and that he/she executed this instrument on behalf of said _____ and that he/she had authority to do so.

NOTARY PUBLIC

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN MATEO)

On this 24th day of OCTOBER, 2008, before me personally appeared LYNN GOODMAN, who, being by me duly sworn, did depose and say that he/she resides at 3480 RALSTON AVE HILLSBORO, CA 94024; that he/she is _____ of LAG INVESTMENTS, LLC, the _____ described in and which executed the above instrument and that he/she executed this instrument on behalf of said _____ and that he/she had authority to do so.

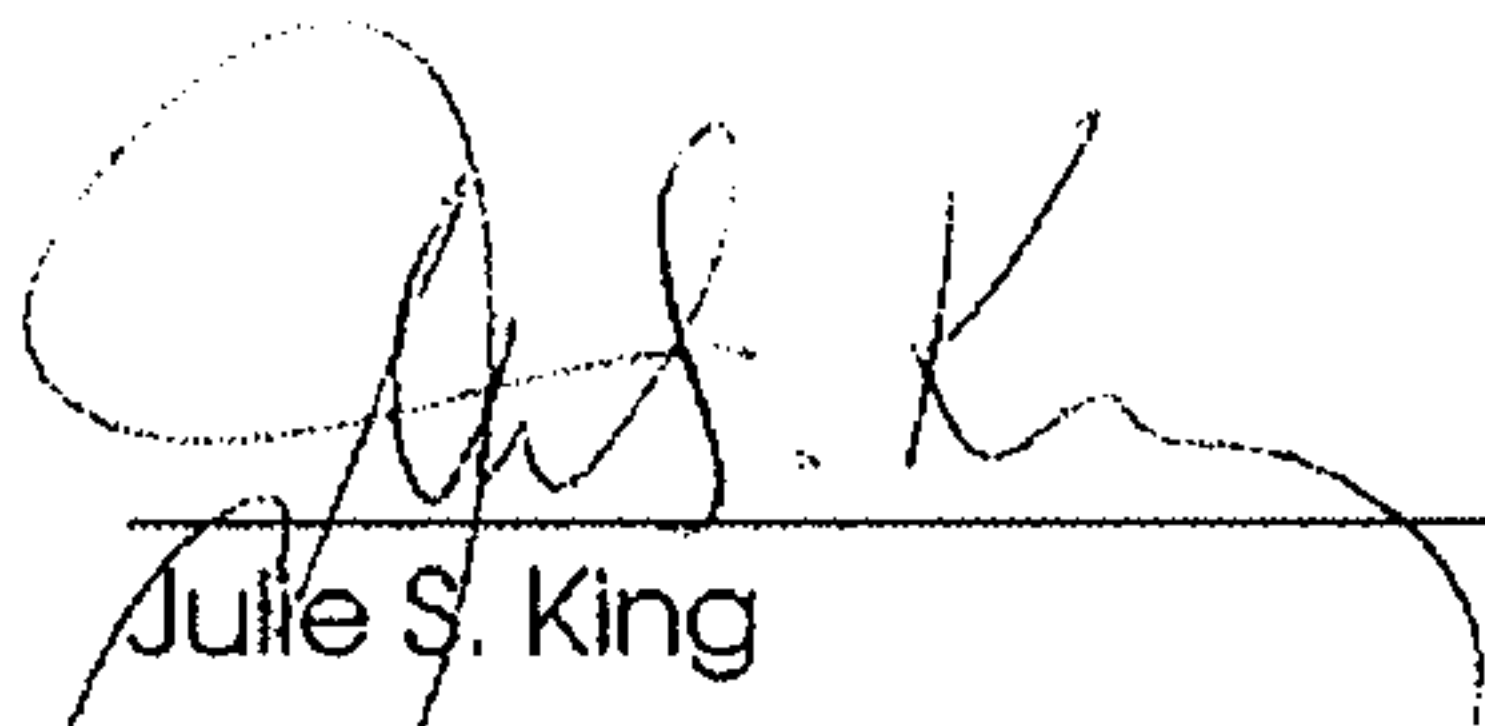
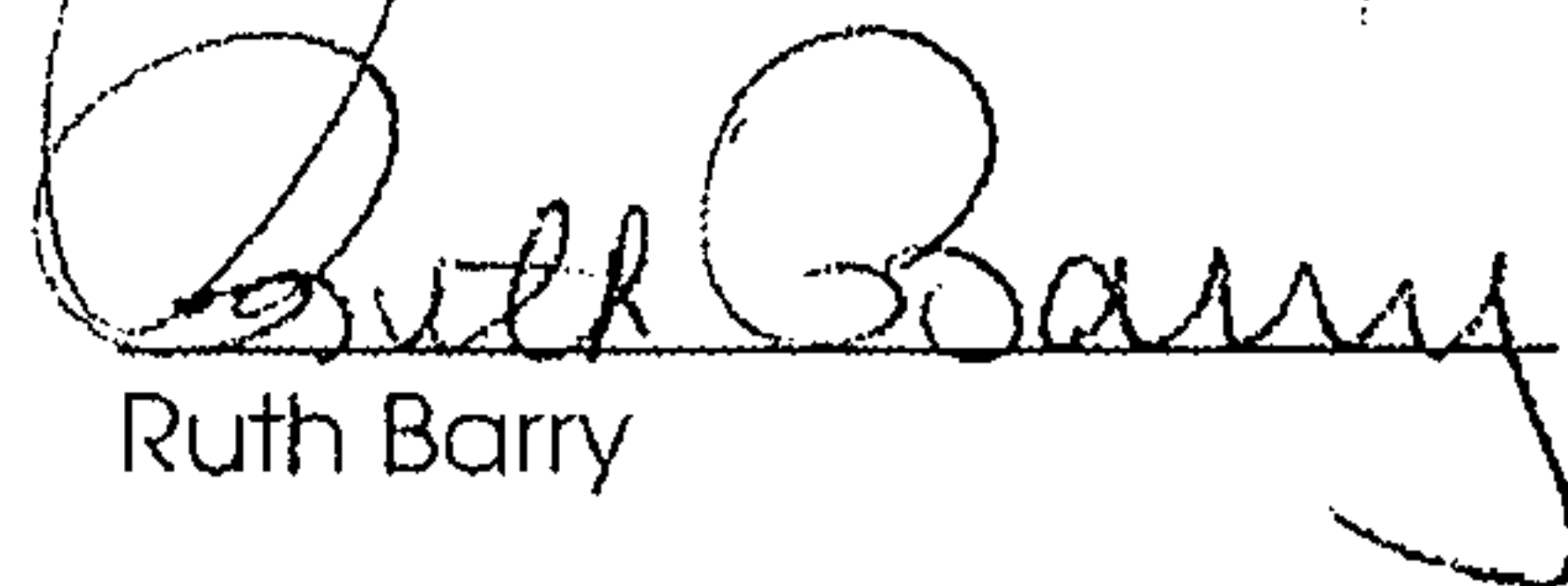
Mike Quirk
NOTARY PUBLIC

MIKE QUIRK
Commission # 1699666
Notary Public - California
San Mateo County
My Comm. Expires Oct 19, 2010

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns. In addition, this Agreement shall be binding upon any successor to Mortgagee's interest as Landlord of the Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

WITNESS:


Julie S. King

Ruth Barry

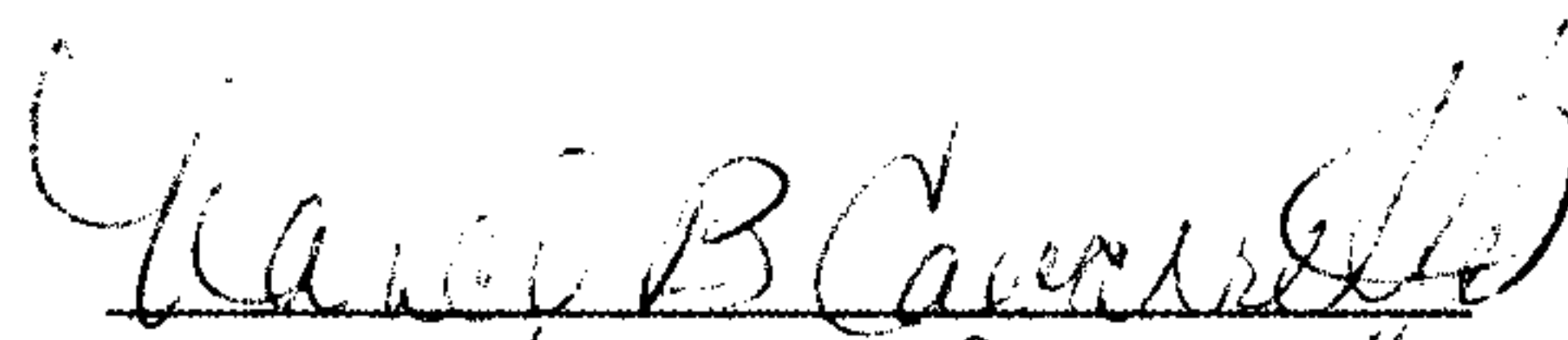
TENANT:

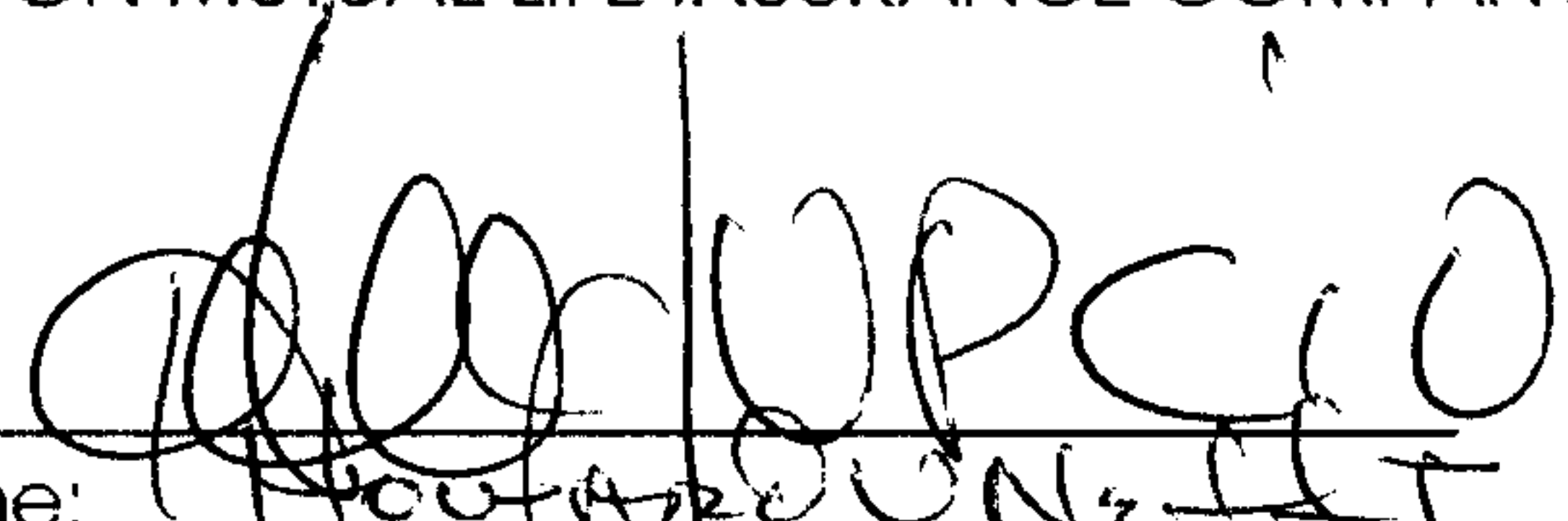
ALABAMA CVS PHARMACY, L.L.C.


By: 
Roxanne E. Sicard
Assistant Secretary

MORTGAGEE:

BOSTON MUTUAL LIFE INSURANCE COMPANY


Name: Nanci B. Cavarretta

By: 
Name: DOUGLAS P. CIO
Title: Vice Pres CIO


Name: JOAN E. SENIENS

LANDLORD:

LAG INVESTMENTS, LLC

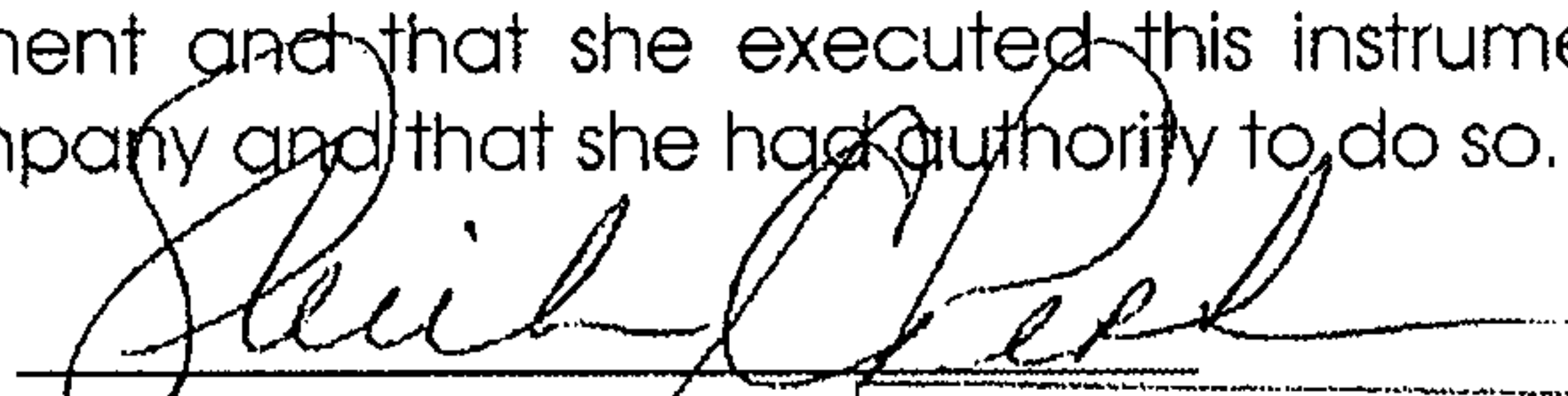
Name: _____

By: _____
Name: _____
Title: _____

Name: _____

STATE OF RHODE ISLAND)
) ss:
COUNTY OF PROVIDENCE)

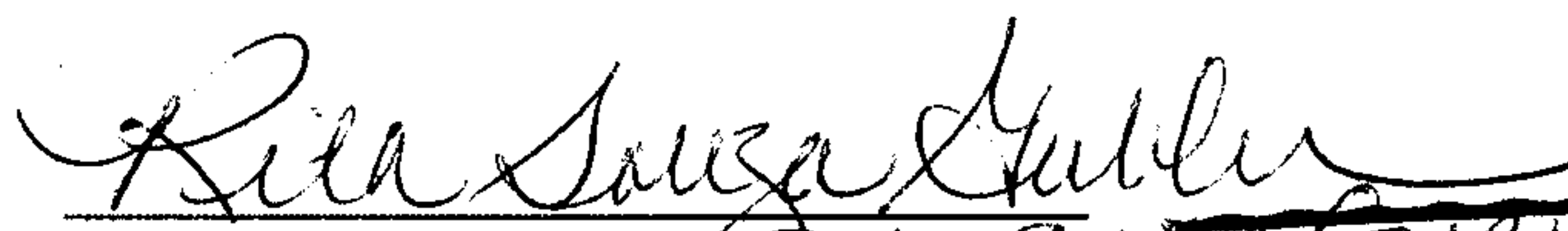
On this 23rd day of October, 2008, before me personally appeared Roxanne E. Sicard, who, being by me duly sworn, did depose and say that she resides in Cranston, Rhode Island; that she is Assistant Secretary of ALABAMA CVS PHARMACY, L.L.C., the limited liability company described in and which executed the above instrument and that she executed this instrument on behalf of said limited liability company and that she had authority to do so.

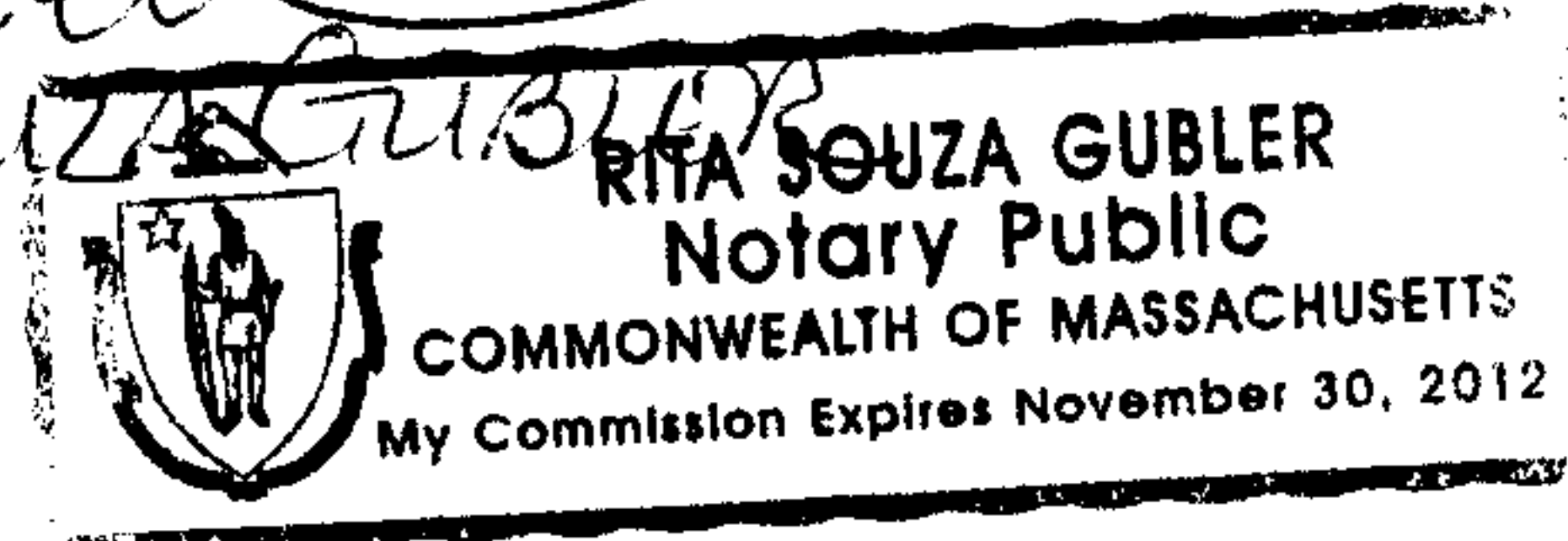

NOTARY PUBLIC

SHEILA C. PERKINS
Notary Public, State of Rhode Island
My Commission Expires July 10, 2010

STATE OF MASSACHUSETTS
) ss:
COUNTY OF NORFOLK)

On this 24th day of October, 2008, before me personally appeared HOWARD V. NEFFUR, who, being by me duly sworn, did depose and say that he/she resides at THOMPSON, CONNECTICUT; that he/she is VICE PRESIDENT / CHIEF INVESTMENT OFFICER of BOSTON MUTUAL LIFE INSURANCE COMPANY, a Massachusetts described in and which executed the above instrument and that he/she executed this instrument on behalf of said Company and that he/she had authority to do so. * insurance company


NOTARY PUBLIC


RITA SOUZA GUBLER
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires November 30, 2012

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2008, before me personally appeared _____, who, being by me duly sworn, did depose and say that he/she resides at _____; that he/she is _____ of LAG INVESTMENTS, LLC, the _____ described in and which executed the above instrument and that he/she executed this instrument on behalf of said _____ and that he/she had authority to do so.

NOTARY PUBLIC



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EXHIBIT A

Lease Term Letter dated August 18, 2008

Declaration of Easements, Covenants, Conditions and Restrictions dated February 29, 2008

First Amendment to Ground Lease dated February 11, 2008

Guaranty of CVS Caremark Corporation dated January 25, 2008

Letter Agreement dated January 17, 2008

Memorandum of Lease dated January 17, 2008



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