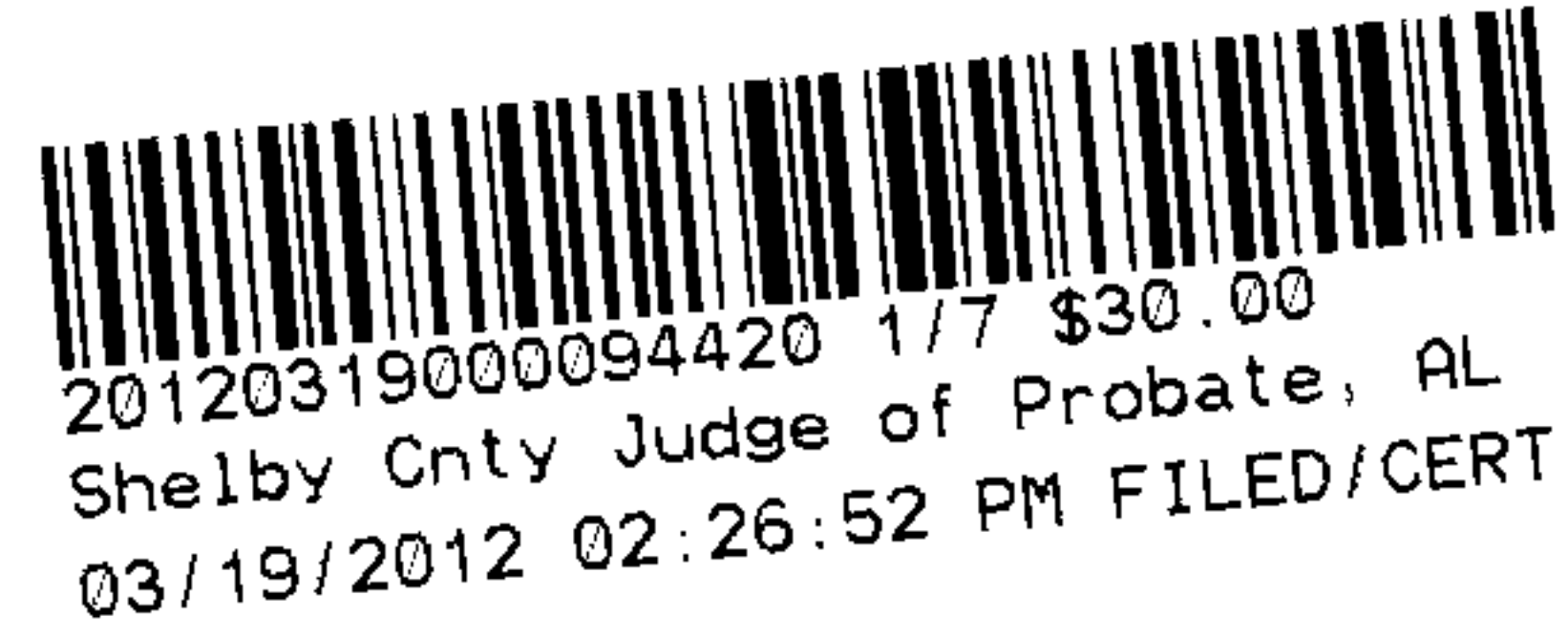


AFTER RECORDING RETURN TO:
Staples, Inc.
500 Staples Drive
Framingham, MA 01702
Attention: Real Estate Legal Department



SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
(Mortgage)

THIS AGREEMENT is made as of January 31, 2012, by and among **NATIONAL BANK OF COMMERCE**, a national banking association ("Mortgagee"), **KEYSTONE PLAZA, LLC**, an Alabama limited liability company, as successor-in-interest to P & N Pelham, LLC ("Landlord"), and **STAPLES THE OFFICE SUPERSTORE EAST, INC.** a Delaware corporation ("Tenant").

Reference is made to a mortgage ("Mortgage") from Landlord to Mortgagee, dated January 30, 2012 and recorded in Book _____, Page _____ of the _____
Doc # 20120131000037100 of the Office of the Judge of Probate of Shelby County, AL.

Reference is made to a lease ("Lease") dated January 25, 2001, as amended, between Landlord and Tenant, demising premises located at 3550 Highway 31 South, Pelham, Alabama which premises is situated within the property covered by said Mortgage.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises contained herein, the parties agree as follows:

1. Mortgagee hereby consents to the Lease and all of the provisions thereof.
2. Subject to the terms hereof, 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. Tenant agrees that if the holder of said Mortgage, or any person claiming under said holder (whether by a foreclosure, deed in lieu of foreclosure or otherwise), shall succeed to the interest of Landlord in said Lease, Tenant will recognize, and attorn to, said holder, or such other person, as its landlord under the terms of said Lease.
4. Mortgagee agrees that, in the event of foreclosure or other right asserted under said Mortgage by the holder thereof, said Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated or disturbed (whether by a foreclosure, deed in lieu of foreclosure or otherwise), except for default continuing after notice

and beyond any applicable grace period and otherwise in accordance with the provisions of said Lease.

5. In the event Mortgagee succeeds to the interest of landlord under the Lease, Tenant will have the same remedies against Mortgagee for any default under the Lease; provided, however, that Mortgagee shall not be:

- (i) liable for any act or omission of any prior landlord (including Landlord) under the Lease, except for non-monetary defaults of a continuing nature;
- (ii) subject to any off-sets or abatements against Base Rent or other charges which Tenant may have against any prior landlord (including Landlord), except for the exercise of rights expressly set forth in the Lease;
- (iii) bound by any Base Rent or other charges which Tenant might have paid for more than the current month to any prior landlord (including Landlord), except as expressly required under the Lease; or
- (iv) bound by any amendment or modification of the Lease made without its consent, which consent shall not be unreasonably withheld or delayed.

Nothing herein contained shall impose any obligations upon Mortgagee to perform any of the obligations of Landlord under the Lease, unless and until Mortgagee shall become owner or mortgagee in possession of the Premises.

6. Tenant agrees to provide Mortgagee with a copy of any notice of default Tenant may send to Landlord pursuant to the terms of the Lease. Tenant agrees that Mortgagee shall have the same opportunity and the same period of time to cure any default of Landlord as provided Landlord pursuant to the terms of the Lease. Unless changed by written notice to Tenant, Mortgagee's notice address is as follows:

National Bank of Commerce
813 Shades Creek Parkway, Suite 100
Birmingham, Alabama 35209
Attention: Ward Lacy

With a copy to:

Maynard, Cooper & Gale, P.C.
2400 Regions/Harbert Plaza
1901 Sixth Avenue North
Birmingham, Alabama 35203-2618
Attention: Lee L. Sheppard

All notices between Mortgagee and Tenant shall be sent in the manner set forth under the Lease.

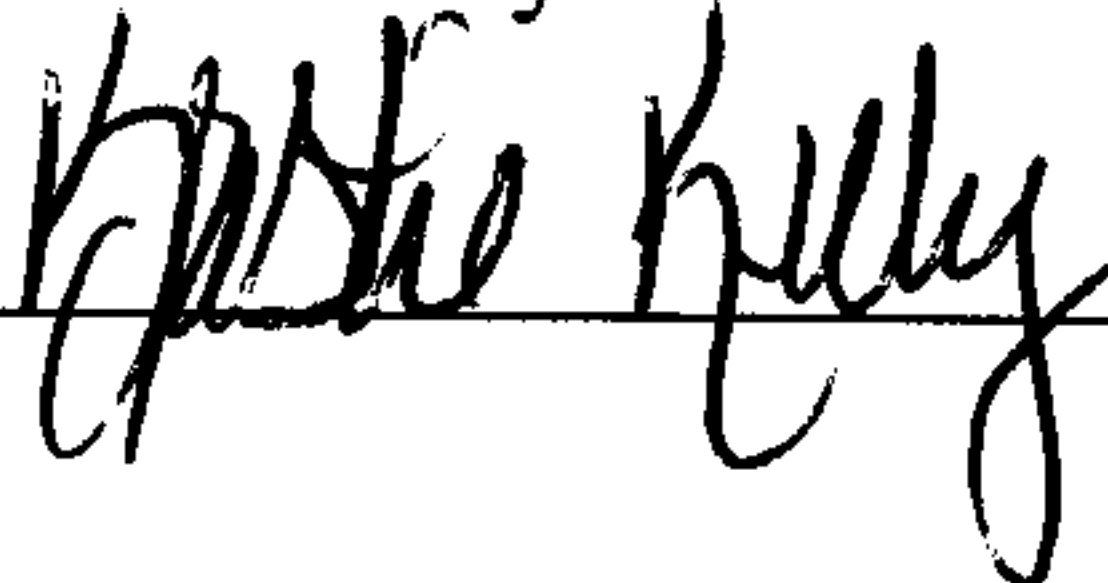
7. Landlord agrees that, except as expressly provided herein, this Agreement does not constitute a waiver by Mortgagee of any of its rights under the Mortgage or related documents, and that the Mortgage and any related documents remain in full force and effect and shall be complied with in all respects by Landlord.

8. No material modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or effective unless in writing and signed by the parties.

The benefits and burdens of this Agreement shall inure to and bind the successors and assigns of the respective parties hereto.

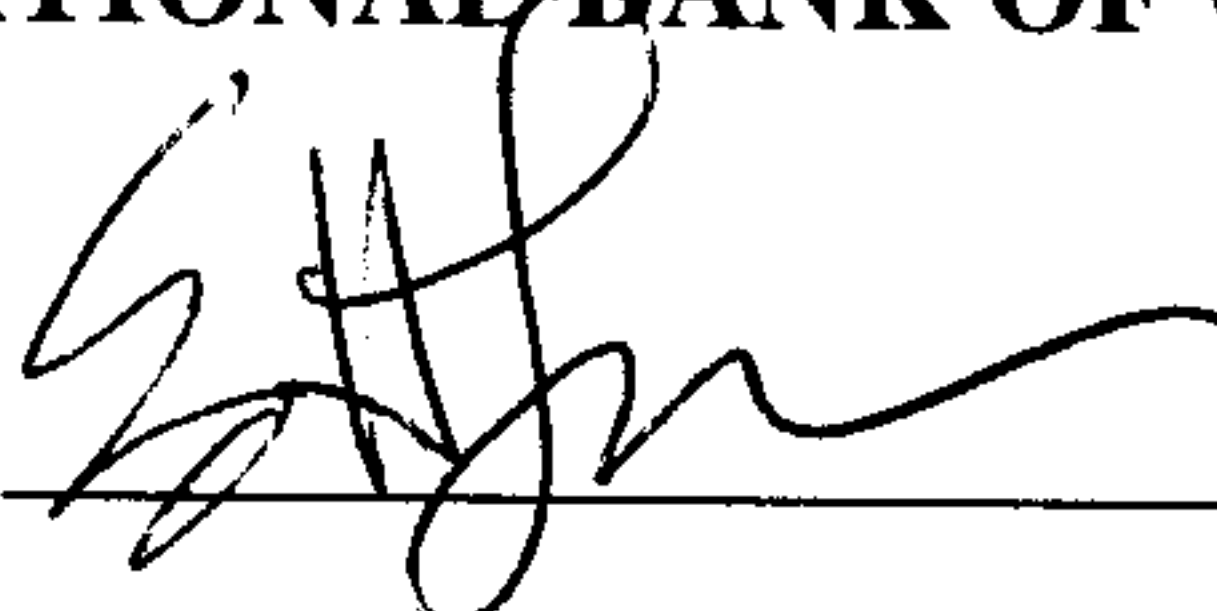
IN WITNESS WHEREOF, each party has caused this instrument to be executed under seal by its duly authorized representative.

Witnessed By:



MORTGAGEE:
NATIONAL BANK OF COMMERCE

By:



its SR VICE PRESIDENT

LANDLORD:
KEYSTONE PLAZA, LLC

By: ERC/Keystone, LLC

Its: Manager

By: Engel Realty Company, Inc.

Its: Sole Member

Witnessed By:



By:



Name: Stephen L. Butler

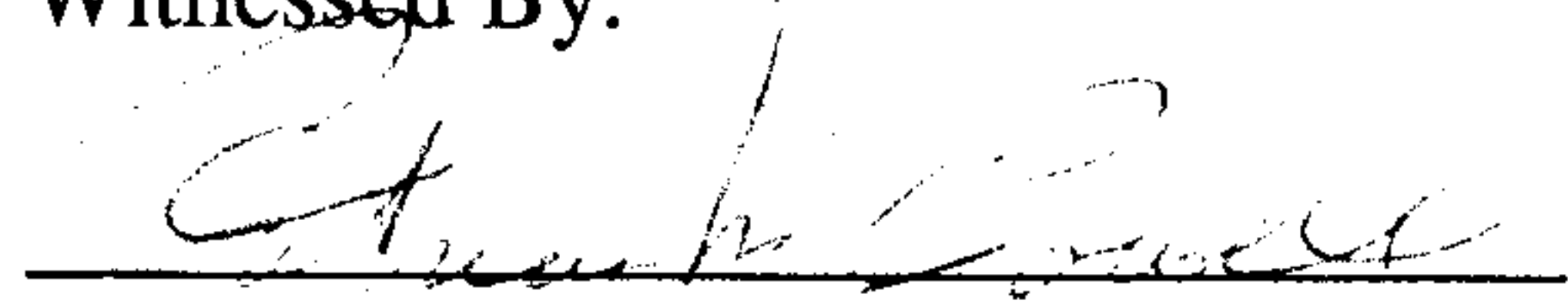
Title: Vice President

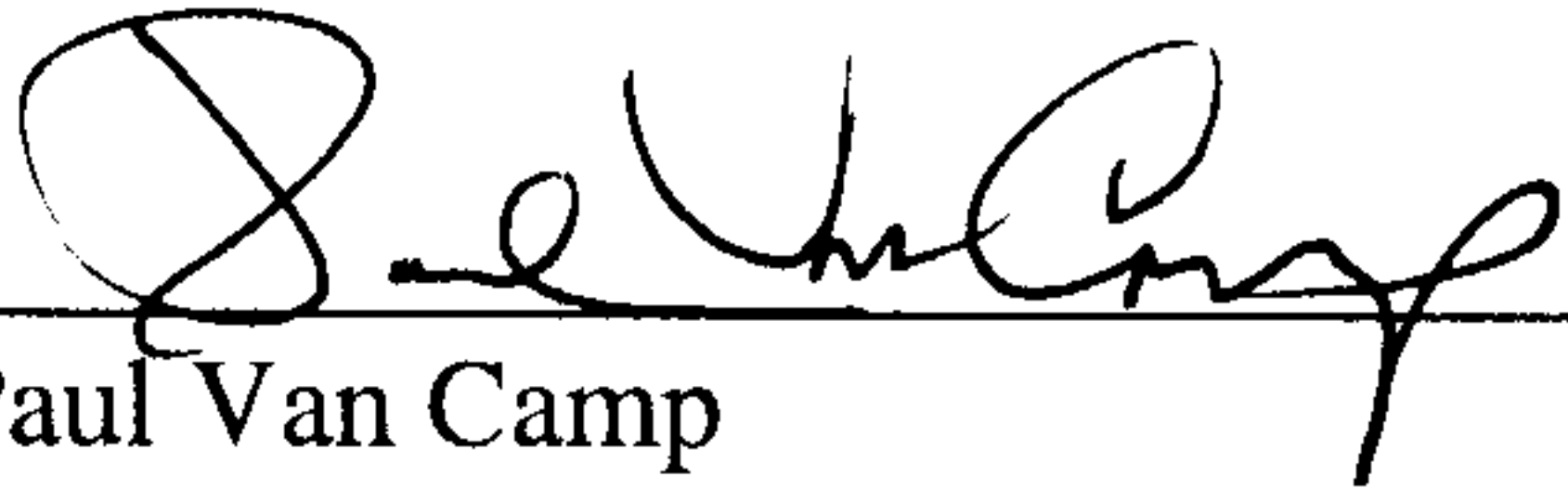


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Shelby Cnty Judge of Probate, AL
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TENANT:
**STAPLES THE OFFICE SUPERSTORE
EAST, INC.**


Witnessed By:



By: 

Paul Van Camp

Its Vice President – Property Management


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Shelby Cnty Judge of Probate, AL
03/19/2012 02:26:52 PM FILED/CERT

ACKNOWLEDGMENTS



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Shelby Cnty Judge of Probate, AL
03/19/2012 02:26:52 PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Edward H. Clay II, whose name as SVP of National Bank of Commerce, a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and official seal this the 26th day of January, 2012.

Brenda Clay
Notary Public

[AFFIX SEAL]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 15, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITER

My commission expires: _____

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Stephen L. Butler whose name as Vice President of Engel Realty Company, Inc., an Alabama corporation, the sole member of ERC/Keystone, LLC, an Alabama limited liability company, the manager of Keystone Plaza, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation acting as the sole member of the manager of said limited liability company.

Given under my hand and official seal this the 27th day of December, 2012.

Heather Euler
Notary Public

[AFFIX SEAL]

My commission expires: MY COMMISSION EXPIRES JULY 8, 2015

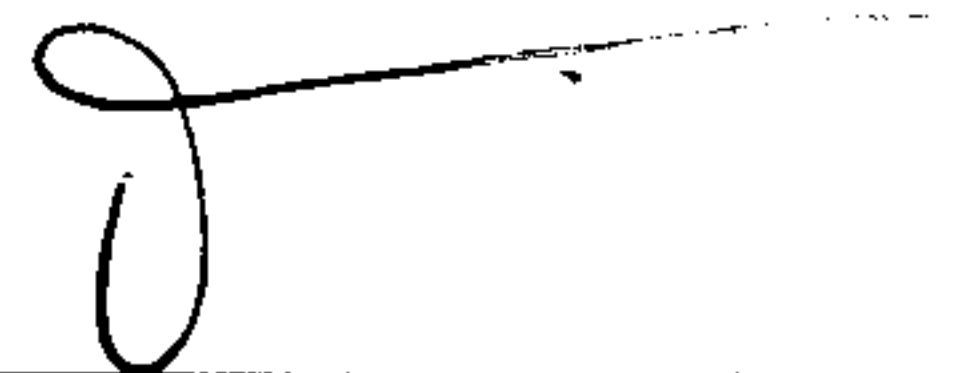
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Shelby Cnty Judge of Probate, AL
03/19/2012 02:26:52 PM FILED/CERT

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF MIDDLESEX)

I, the undersigned authority, a Notary Public in and for said County in said Commonwealth, hereby certify that Paul Van Camp, whose name as Vice President of Staples The Office Superstore East, Inc., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 20th day of December, 2011.



Notary Public

[AFFIX SEAL]

My commission expires: 05/23/2014

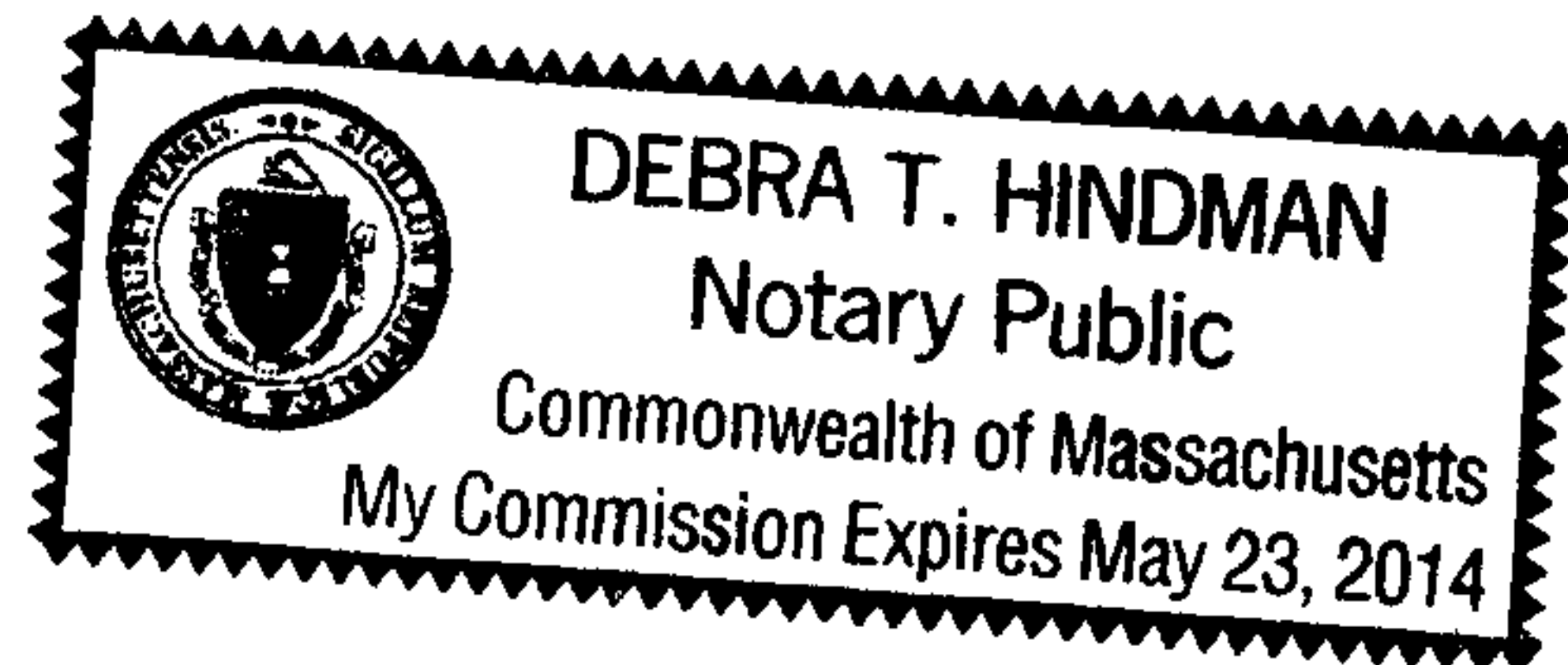


EXHIBIT A

20120319000094420 7/7 \$30.00
Shelby Cnty Judge of Probate, AL
03/19/2012 02:26:52 PM FILED/CERT

LEGAL DESCRIPTION FOR PROPERTY

Lot 1A, according to the Resurvey of Lot 1 of The State Teachers Retirement System of Ohio, as recorded in Map Book 28, page 138, in the Probate Office of Shelby County, Alabama.

Together with those certain beneficial easements contained in the Contract dated 1/12/81 in Book 39, page 573, and First Amendment to Contract dated 2/4/83 in Book 49, page 39, and the First Amendment to Contract dated 5/28/97 in Instrument No. 1997-23314, and the Second Amendment to Contract dated December 31, 2001 and recorded in Instrument No. 2002-01271, in the Probate of Office of Shelby County, Alabama.

Also, together with those certain beneficial easements contained in the Ingress/Egress, Parking and Drainage Easement Agreement dated May 28, 1997 and filed for record July 25, 1997, and recorded in Instrument No. 1997-23315, in the Probate Office of Shelby County, Alabama.

Also, together with those certain beneficial easements contained in the Declaration of Easements, Covenants, Conditions and Restrictions dated January 2, 2002, and recorded in Instrument No. 2002-01273, in the Probate Office of Shelby County, Alabama.