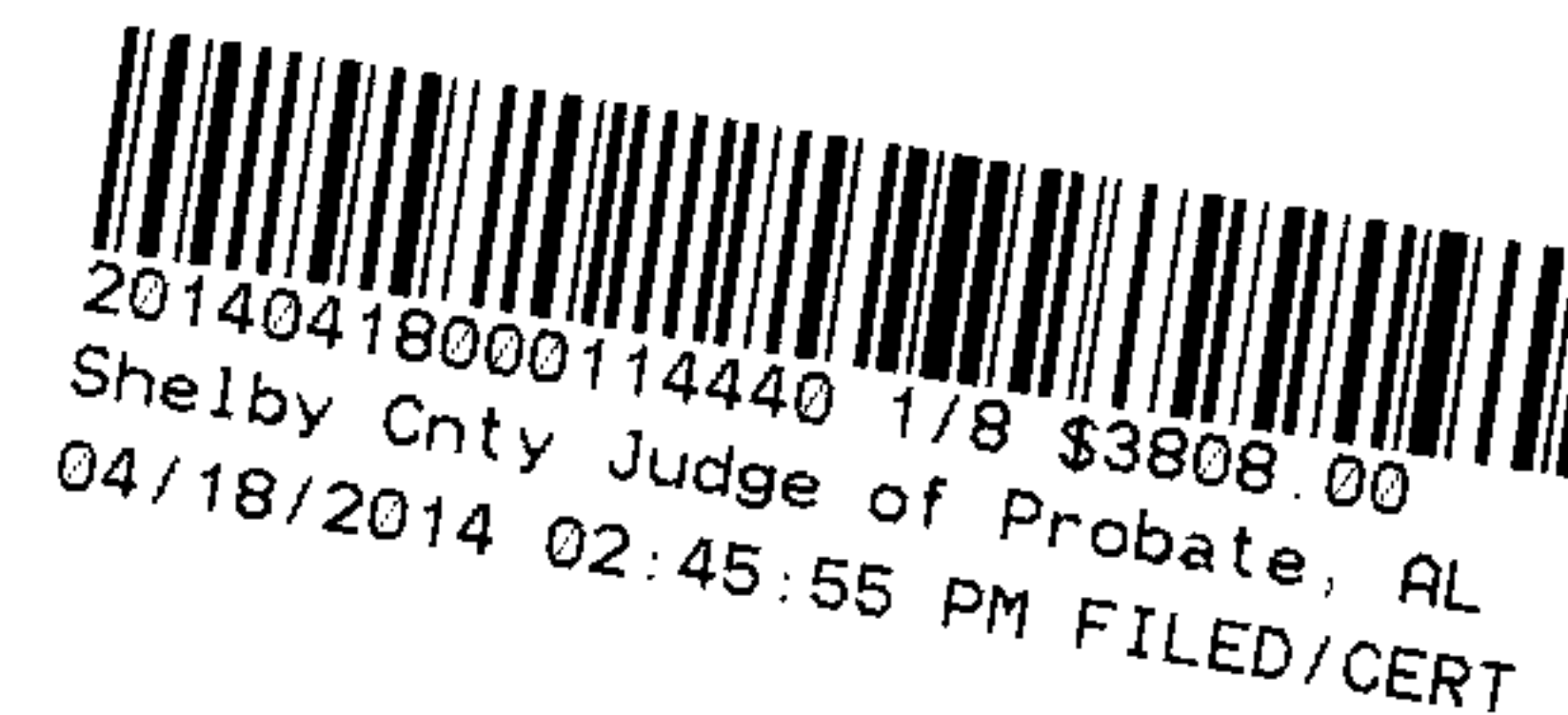


PREPARED BY:

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WHEN RECORDED RETURN TO:

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Atlanta, Georgia 30309



FOR RECORDER'S USE

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE dated as of April 3, 2014, is by and between **WG HOOVER AL LANDLORD, LLC**, a Delaware limited liability company, having an office at c/o SunTrust Equity Funding, LLC, 3333 Peachtree Road, NE, 10th Floor, MC 3951, Atlanta, Georgia 30326 ("Landlord") and **WALGREEN CO.**, an Illinois corporation, having an office at 104 Wilmot Road, Deerfield, IL 60015 ("Tenant").

By Lease dated as of April 3, 2014 (as amended and supplemented from time to time, the "Lease"), Landlord did demise and sublease (as to the land) and lease (as to the improvements) to Tenant that certain real property which is described on Exhibit A attached hereto and made a part hereof, upon the following terms:

Commencement Date: April 3, 2014.

Term: Until August 30, 2083, with certain termination rights as set forth in the Lease.

The Lease, among other things, contains the following provisions:

PARKING

(a) Tenant, at Tenant's cost and expense, shall maintain, repair, operate, light, clean and make replacements as reasonably necessary to the parking, landscaping and all exterior areas of the Leased Premises (including but not limited to maintaining landscaping of the Leased Premises in the public right(s)-of-way adjacent to the Leased Premises to the extent such landscape maintenance in the public right(s)-of-way adjacent to the Leased Premises is required of the owner of the Leased Premises by applicable governmental authorities) in accordance with applicable laws and any applicable Permitted

Exceptions (as defined in the Lease). Subject to the Permitted Exceptions, the parking areas shall be for the exclusive use of Tenant and Tenant's customers, employees, invitees, successors, assigns and sublessees.

(b) If and to the extent that there are recorded against the Leased Premises any easements, restrictions, covenants or similar agreements (collectively, the "Declaration") which grant to the owner and tenants of the Leased Premises any easements and/or other rights against the parcel(s) adjacent to the Leased Premises Landlord hereby assigns to Tenant all of Landlord's rights and obligations under the Declaration, and Tenant shall be deemed a third party beneficiary thereunder, and Tenant hereby assumes and agrees to pay and discharge all such obligations. To the extent any right under the Declaration must be exercised in Landlord's name, Tenant is authorized to use Landlord's name, and hereby indemnifies Landlord against any loss, cost or damage arising out of such use of Landlord's name. In the event that it is determined that Tenant has no standing to proceed with any such enforcement action, then Landlord, within seven (7) days after receipt of such written demand therefor from Tenant, shall take any and all action requested by Tenant that is necessary or appropriate to enforce the provisions of the Declaration, all at Tenant's expense. Tenant covenants and agrees that it will comply with all rights, covenants and agreements granted in the Declaration.

To the extent Landlord's consent is required or sought with respect to any item governed by the Declaration, Landlord shall not grant its consent unless Landlord first notifies Tenant and provides Tenant not less than fifteen (15) days (or such lesser time as is provided for consent under the related Declaration) to also consent (or refuse to) to such request or item for which Landlord's consent is sought. If Tenant shall not expressly and in writing consent, Landlord shall not consent to such item, provided that if Landlord's consent cannot be unreasonably withheld with respect to such item pursuant to the terms of the applicable Declaration, then Tenant shall also not unreasonably withhold its consent to such item. If Tenant shall not expressly and in writing consent, Landlord shall not consent to such item. Any consent of Landlord under the Declaration given absent Tenant's express consent shall be of no effect and deemed invalid. Tenant shall indemnify Landlord against any loss, cost or damage arising out of such refusal to consent.

It is understood and agreed that neither Landlord nor Tenant shall enter into any agreements modifying or terminating the Declaration without first obtaining the express written consent of the other party and such modification or termination without first obtaining the other party's express written consent shall be of no effect.

EXCLUSIVES

(a) Landlord covenants and agrees that, during the Term and any extensions or renewals thereof, no additional property which Landlord, directly or indirectly, may now or hereafter own, lease or control, and which is contiguous to, or which is within five hundred (500) feet of any boundary of, the Leased Premises (the "Landlord's Property"; it being understood that the term "Landlord's Property" shall not include any property owned by Landlord's mortgagee), will be used for any one or combination of the following: (i) the operation of a drug store or a so-called prescription pharmacy or prescription ordering, processing or delivery facility, whether or not a pharmacist is present at such facility, or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind; (ii) the operation of a medical diagnostic lab

or the provision of treatment services (other than as part of a medical, dental, physician, surgical or chiropractic office[s], which office[s] shall not be restricted by this subclause [ii]); (iii) the sale of so-called health and beauty aids or drug sundries; (iv) the operation of a business in which alcoholic beverages shall be sold for consumption off the premises; (v) the operation of a business in which photofinishing services (including, without limitation, digital photographic processing or printing, or the sale of any other imaging services, processes or goods) or photographic film are offered for sale; (vi) the operation of a business in which greeting cards or gift wrap are offered for sale; and (vii) the operation of a business in which prepackaged food items for off premises consumption are offered for sale. In the event that Tenant files suit against any party to enforce the foregoing restrictions, Landlord agrees to cooperate fully with Tenant in the prosecution of any such suit, and reimburse Tenant for all of the reasonable attorneys' fees and court costs incurred by Tenant in connection with such suit, notwithstanding its resolution. For purposes hereof "contiguous" shall mean property that is either adjoining the Leased Premises or separated from the Leased Premises only by a public or private street, alley or right-of-way.

(b) In addition, Landlord shall not permit or suffer any other occupant of Landlord's Property to use any premises or any portion thereof for purposes of a cocktail lounge, bar, any other establishment that sells alcoholic beverages for on-premises consumption, disco, bowling alley, pool hall, billiard parlor, laser-tag or similar facility, skating rink, roller rink, amusement arcade, a theater of any kind, children's play or party facility, adult book store, adult theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, second hand store, odd lot, closeout or liquidation store, the operation of a so-called "dollar" or similar store which sells and/or advertises the sale of any products then also typically sold in a Walgreen's drug store at a specific price point or below a specific deeply-discounted price level (e.g., a "dollar" or "99¢" store), auction house, flea market, educational or training facility (including, without limitation, a beauty school, barber college, school or other facility catering primarily to students or trainees rather than customers), gymnasium, sport or health club or spa, blood bank, massage parlor, funeral home, sleeping quarters or lodging, the outdoor housing or raising of animals, the sale, leasing or storage of automobiles, boats or other vehicles, any industrial use (including, without limitation, any manufacturing, smelting, rendering, brewing, refining, chemical manufacturing or processing, or other manufacturing uses), any mining or mineral exploration or development except by non-surface means, a car wash, a carnival, amusement park or circus, an assembly hall, off track betting establishment, bingo hall, any use involving the use, storage, disposal or handling of hazardous materials or underground storage tanks, any use which may materially or adversely affect the water and sewer services supplied to the Leased Premises, a church, temple, synagogue, mosque, or other house of worship, any facility for the sale of paraphernalia for use with illicit drugs, office use (except incidental to a retail use and as permitted by paragraph (a)(ii) above), a restaurant, or any use which creates a nuisance.

(c) Landlord shall not enter into any voluntary encumbrance, lien, or restriction recorded against or otherwise imposed upon the Leased Premises unless Tenant has expressly and in writing consented to said recordation or imposition; any such purported encumbrance, lien or restriction to which Tenant has not consented shall be void as against Tenant (unless such encumbrance, lien or restriction resulted from a default by Tenant under this Lease). The foregoing restriction against the imposition or recordation of other liens, encumbrances or restrictions shall be deemed a covenant running with the land in addition to any contractual obligation of Landlord. Notwithstanding the foregoing, Landlord may enter into mortgage financing with respect to the Leased Premises, and may encumber the Leased Premises and this Lease in connection therewith without any consent of Tenant.

RIGHT OF FIRST REFUSAL

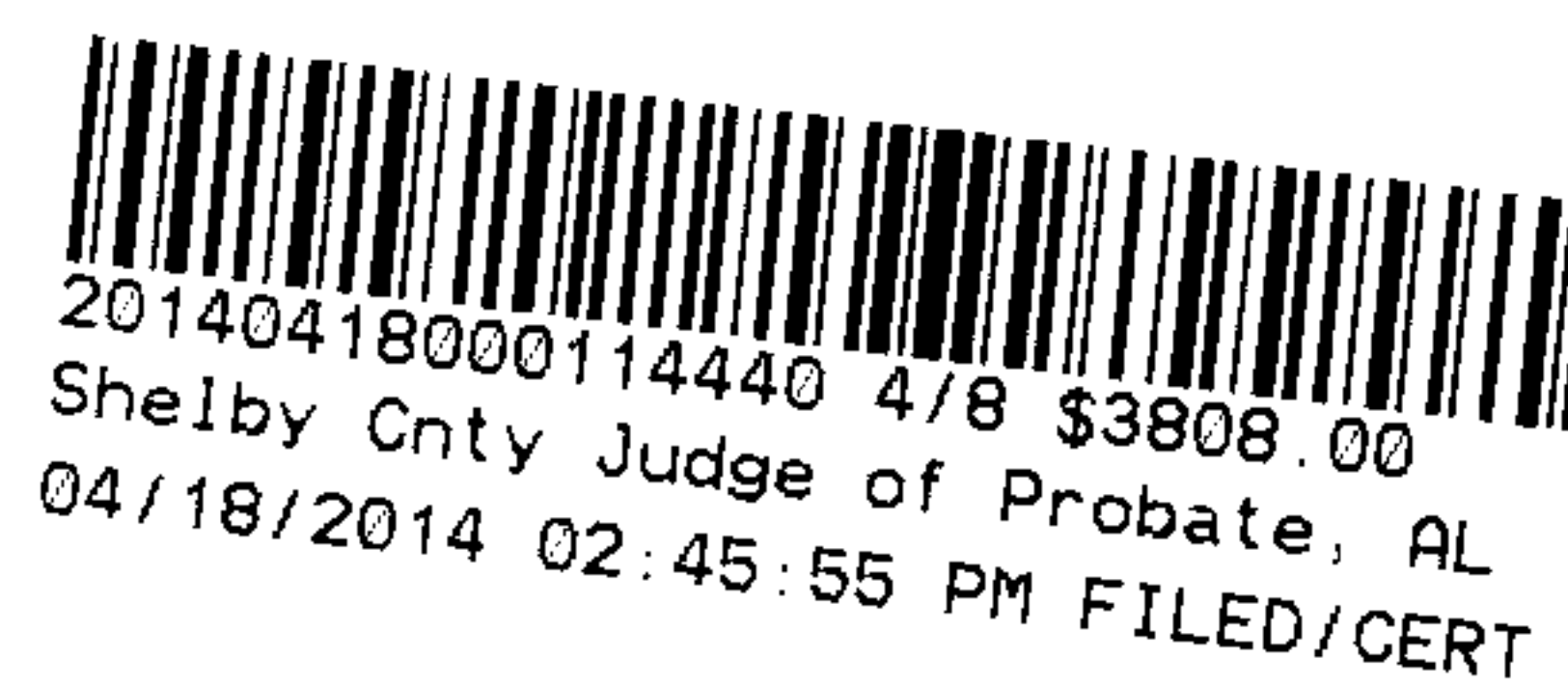
(a) In the event that Landlord shall receive a Bona Fide Offer to purchase the Leased Premises at any time and from time to time on or after the date hereof and during the Term of the Lease from any person or entity, Landlord shall so notify Tenant (Attn.: Corporate and Transactional Law Department, Real Estate Group) together with a true and correct copy of said Bona Fide Offer (which shall include the amount of any loan made to Landlord that is to be assumed by the proposed buyer in connection with such purchase). For purposes hereof, a "Bona Fide Offer" shall be deemed to be one made in writing by a person or entity that is not related to or affiliated with Landlord which Landlord intends to accept (subject to this paragraph (a)). In submitting the Bona Fide Offer to Tenant, Landlord shall segregate the price and the terms of the offer for the Leased Premises from the price and other terms connected with any additional property or properties that such person or entity is offering to purchase from Landlord, such that Tenant may purchase the Leased Premises separate from any such additional property or properties. Tenant may, at Tenant's option and within twenty-one (21) days after receipt of Landlord's notice of said Bona Fide Offer and receipt of a copy thereof, offer to purchase the Leased Premises at the price and upon the terms and conditions as are contained in said Bona Fide Offer, in which event, Landlord shall sell the Leased Premises to Tenant upon said terms and conditions and said price; furthermore, in such event, Landlord shall convey the Leased Premises to Tenant by limited warranty deed and assign the Ground Lease (as defined in the Lease) to Tenant, subject to any applicable Permitted Exceptions. Notwithstanding the foregoing, the price that Tenant shall pay for the Leased Premises shall be reduced by an amount equal to broker's fees or commissions that would have been payable by Landlord if the Leased Premises were sold pursuant to a Bona Fide Offer, but are not payable if the Leased Premises are sold to Tenant. Landlord shall provide Tenant evidence of the amount of broker's fees or commissions payable in connection with any such Bona Fide Offer. Landlord covenants that it shall accept no such Bona Fide Offer or convey the premises until it has complied with the terms of this paragraph (a). Any conveyance of the Leased Premises made in the absence of full satisfaction of this paragraph (a) shall be void. Tenant may enforce this paragraph (a), without limitation, by injunction, specific performance or other equitable relief.

(b) Tenant's election not to exercise its Right of First Refusal shall not prejudice Tenant's rights hereunder as to any further Bona Fide Offer, except that Landlord may sell the Leased Premises at anytime within twelve (12) months of such election by Tenant without again offering the Leased Premises to Tenant so long as the purchase price is not less than 95% of the Bona Fide Offer that Tenant refused and the terms of such purchase are not materially more favorable to the buyer than those set forth in such Bona Fide Offer. The terms and conditions contained in this Section shall be binding upon the heirs, successors and assigns of Landlord.

Notice is hereby given that Landlord shall not be liable for any labor, services or materials furnished or to be furnished to Tenant, or to anyone holding the leased property through or under Tenant, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interest of Landlord in and to the leased property.

MISCELLANEOUS

Provisions for additional rent and the other terms, covenants and conditions of said letting, including the options on the part of Tenant for prior termination, are set forth at length in the Lease, and



all of said provisions, terms, covenants and conditions are, by reference hereto, hereby incorporated in and made a part of this Memorandum of Lease.

This instrument shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties, and all covenants, conditions and agreements herein contained shall be construed as covenants running with the land. This instrument shall not become binding upon the parties until it shall have been executed and delivered by both Landlord and Tenant.

This Memorandum of Lease is made and executed by the parties hereto for the purpose of recording the same in the office of the public records for the jurisdiction in which the Leased Premises is located, and is subject in each and every respect, to the rents and other terms, covenants and conditions of the Lease, and this Memorandum of Lease is executed and delivered with the understanding and agreement that the same shall not in any manner or form whatsoever, alter, modify or vary the rents and other terms, covenants and conditions of the Lease.

(SIGNATURES BEGIN ON FOLLOWING PAGE)



IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease to be effective as of the date set forth above.

LANDLORD:

WG HOOVER AL LANDLORD, LLC,
a Delaware limited liability company

By: SunTrust Equity Funding, LLC, as Sole Member
and Manager

By: 
Name: Allison McLeod
Title: Manager

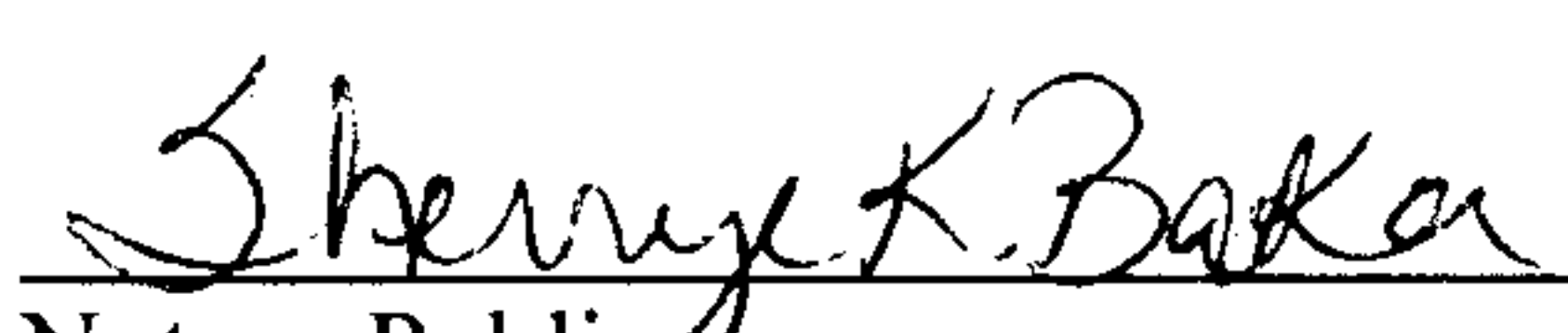
STATE OF GEORGIA)
) SS.
COUNTY OF FULTON)

I, the undersigned, a Notary Public in and for said State, hereby certify that Allison McLeod, whose name as Manager of SunTrust Equity Funding, LLC, as the Sole Member and Manager of **WG HOOVER AL LANDLORD, LLC**, a Delaware 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 the instrument, she, as such Manager of SunTrust Equity Funding, LLC, as the Sole Member and Manager of **WG HOOVER AL LANDLORD, LLC**, a Delaware limited liability company, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 2nd day of April, 2014.

My Commission Expires:

8-10-14


Notary Public

[NOTARY SEAL]



TENANT:

WALGREEN CO., an Illinois corporation,

By: [Signature]
Name: Richard N. Steiner
Title: Director of Real Estate Law

STATE OF ILLINOIS)
COUNTY OF LAKE) SS.
)

I, the undersigned, a Notary Public in and for said State, hereby certify that Richard N. Steiner, whose name as Director of Real Estate Law of WALGREEN CO., an Illinois 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 the instrument, he/she, as such Director of Real Estate Law 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 19th day of April, 2014.

[Signature]
Notary Public

My Commission Expires: 8/28/15

[NOTARY SEAL]



EXHIBIT A

LEASED PREMISES – AS SURVEYED

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 36, T-18-S, R-2-W, SHELBY COUNTY, ALABAMA; THENCE LEAVING SAID CORNER N00°01'03"E 518.01 FEET TO A POINT; THENCE CONTINUE N00°01'03"E 135.59 FEET TO AN IRON PIN; THENCE N00°35'13"E 147.30 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING FOR THE FOLLOWING DESCRIBED LEASED PREMIES; THENCE LEAVING SAID POINT OF BEGINNING S29°07'39"W 107.48 FEET TO A POINT; THENCE N60°52'21"W 68.42 FEET TO A POINT; THENCE N15°51'39"W 41.84 FEET TO A POINT; THENCE N29°07'39"E 15.04 FEET TO A POINT; THENCE N60°52'21"W 9.00 FEET TO A POINT; THENCE N29°07'39"E 16.00 FEET TO A POINT; THENCE S60°52'21"E 9.00 FEET TO A POINT; THENCE N29°07'39"E 109.37 FEET TO A POINT; THENCE S60°52'18"E 98.00 FEET; THENCE S29°07'39"W 62.52 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED LEASED PREMISES LYING IN THE SOUTHWEST ¼ OF SECTION 36, T-18-S, R-2-W, SHELBY COUNTY, ALABAMA AND CONTAINING 0.38 ACRES (16,366.31 SQUARE FEET) MORE OR LESS. AND BEING THE SAME PROPERTY AS DESCRIBED IN FIRST AMERICAN TITLE NO.: NCS-644509AL1-ATL.

ALSO DESCRIBED AS PROVIDED IN TITLE COMMITMENT NO.: NCS-644509AL1-ATL

A Lease Lot situated in the Northeast ¼ of the Southwest ¼ of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Northwest ¼ of the Southwest ¼ of said Section 36; thence run North 00 degrees 01 minutes 03 seconds East along the East line of said ¼ - ¼ Section a distance of 799.77 feet to a point on the Southeast line of the Lease Lot herein described and this being the point of beginning; thence run South 29 degrees 07 minutes 39 seconds West for a distance of 107.48 feet; thence run North 60 degrees 52 minutes 21 seconds West for a distance of 68.42 feet; thence run North 15 degrees 51 minutes 39 seconds West for a distance of 41.84 feet; thence run North 29 degrees 07 minutes 39 seconds East for a distance of 15.04 feet; thence run North 60 degrees 52 minutes 21 seconds West for a distance of 9.00 feet; thence run North 29 degrees 07 minutes 39 seconds East for a distance of 16.00 feet; thence run South 60 degrees 52 minutes 21 seconds East for a distance of 9.00 feet; thence run North 29 degrees 07 minutes 39 seconds East for a distance of 109.37 feet; thence a distance of 98.00 feet; thence run South 29 degrees 07 minutes 39 seconds West for a distance of 62.52 feet back to the point of beginning.



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Shelby Cnty Judge of Probate, AL
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