


**PREPARED BY AND UPON
RECORDING RETURN TO:**

Lewis A. Burleigh
Dechert LLP
One International Place
100 Oliver Street, 40th Floor
Boston, Massachusetts 02110


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Shelby Cnty Judge of Probate, AL
04/18/2014 02:45:58 PM FILED/CERT

FOR RECORDER'S USE

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

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT made in multiple copies as of the 3 day of April, 2014, by and between **WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION**, a national banking association, as trustee ("Mortgagee"), **WG HOOVER AL LANDLORD, LLC**, a Delaware limited liability company ("Landlord") and **WALGREEN CO.**, an Illinois corporation ("Tenant");

WITNESSETH:

WHEREAS, Mortgagee is the holder of a Note secured by a Mortgage or Deed of Trust (as amended from time to time, the "Mortgage") dated as of April 3, 2014, covering the Landlord's interest in the property legally described on Exhibit A attached hereto and made a part hereof;

WHEREAS, by Lease, dated as of April 3, 2014 (as amended from time to time, the "Lease"), recorded by a Memorandum of Lease of even date, Landlord, as landlord, subleased to Tenant, as tenant, the land legally described on Exhibit A attached hereto and made a part hereof, and leased to Tenant all of the improvements now or hereafter located thereon ("Leased Premises");

WHEREAS, Mortgagee, Tenant and Landlord 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, in the event of a default under the Note, 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 concerning the application of money or the rights of the Tenant, 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 other procedure related to a default under the Note, 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 other procedure related to a default under the Note, 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. 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); 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.

6. During the continuance of said Mortgage, Tenant shall use commercially reasonable efforts to give written notice to Mortgagee of all defaults by Landlord under said Lease, 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 (except as otherwise provided in the next sentence of this paragraph), 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 by Landlord 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.

7. (a) Subject to the terms of (b) below, Tenant agrees that the covenants of Landlord in Article 7 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 7 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 7 of the Lease.

8. 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.

9. 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: 260 North Charles Lindbergh Drive
Salt Lake City, Utah 84116
Attn: Corporate Trust Department

If to Tenant: 104 Wilmot Road, MS 1420
Deerfield, Illinois 60015
Attn: Community & Retail Legal Services (Store #11651)

If to Landlord: c/o SunTrust Equity Funding, LLC
3333 Peachtree Road, NE, 10th Floor, MC 3951
Atlanta, Georgia 30326
Attn: Catherine Acomb

; 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.

10. 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 Leased Premises. It is the express intention of Landlord and Tenant that the acquisition by either party of the right, title, interest and estate of the other party in and to the Leased Premises shall not result in termination or cancellation of the Lease by operation of the principle of merger of estates or otherwise, notwithstanding any applicable law to the contrary.

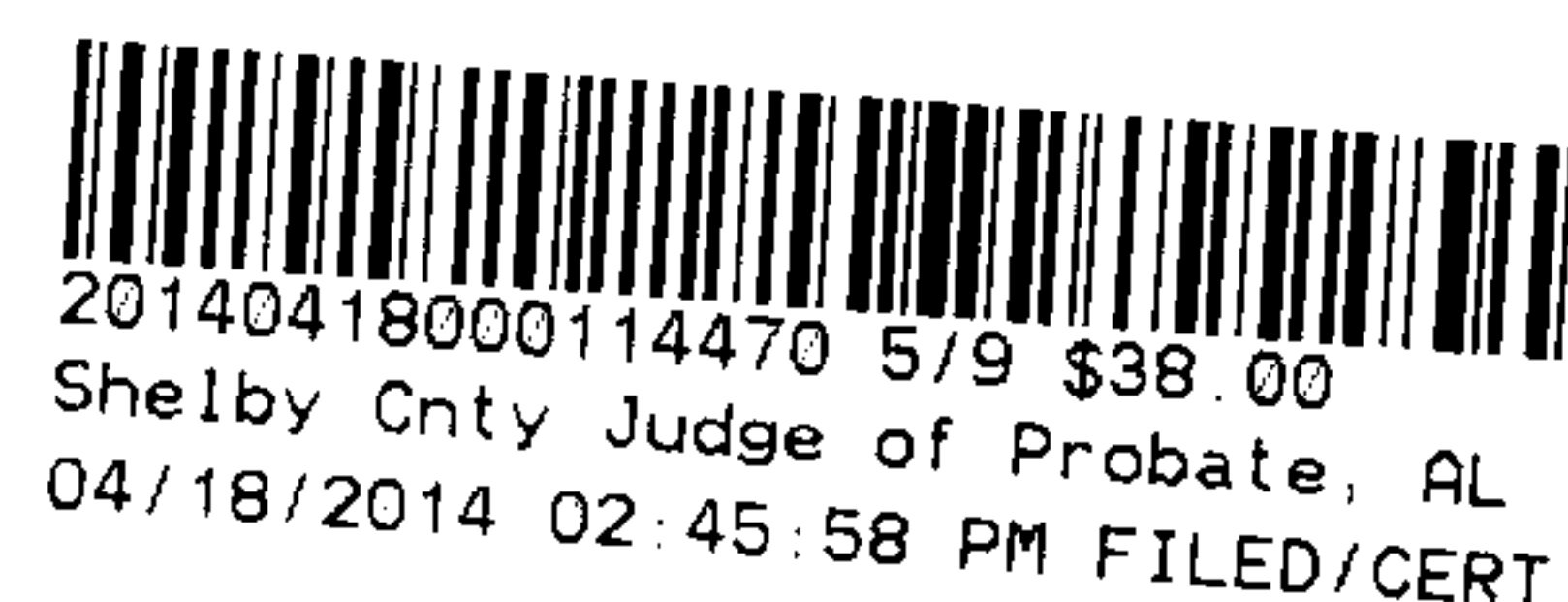
11. The parties hereby agree that all proceeds of insurance as provided for in the Lease shall be used pursuant to the casualty clause of the Lease.

12. This Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Leased Premises is located.

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.

(SIGNATURES BEGIN ON FOLLOWING PAGE)



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

MORTGAGEE:

WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, a national
banking association, as Trustee

By: [Signature]
Name: Joseph H. Pugsley
Title: Assistant Vice President

STATE OF UTAH)
COUNTY OF Salt Lake)

) SS.
)

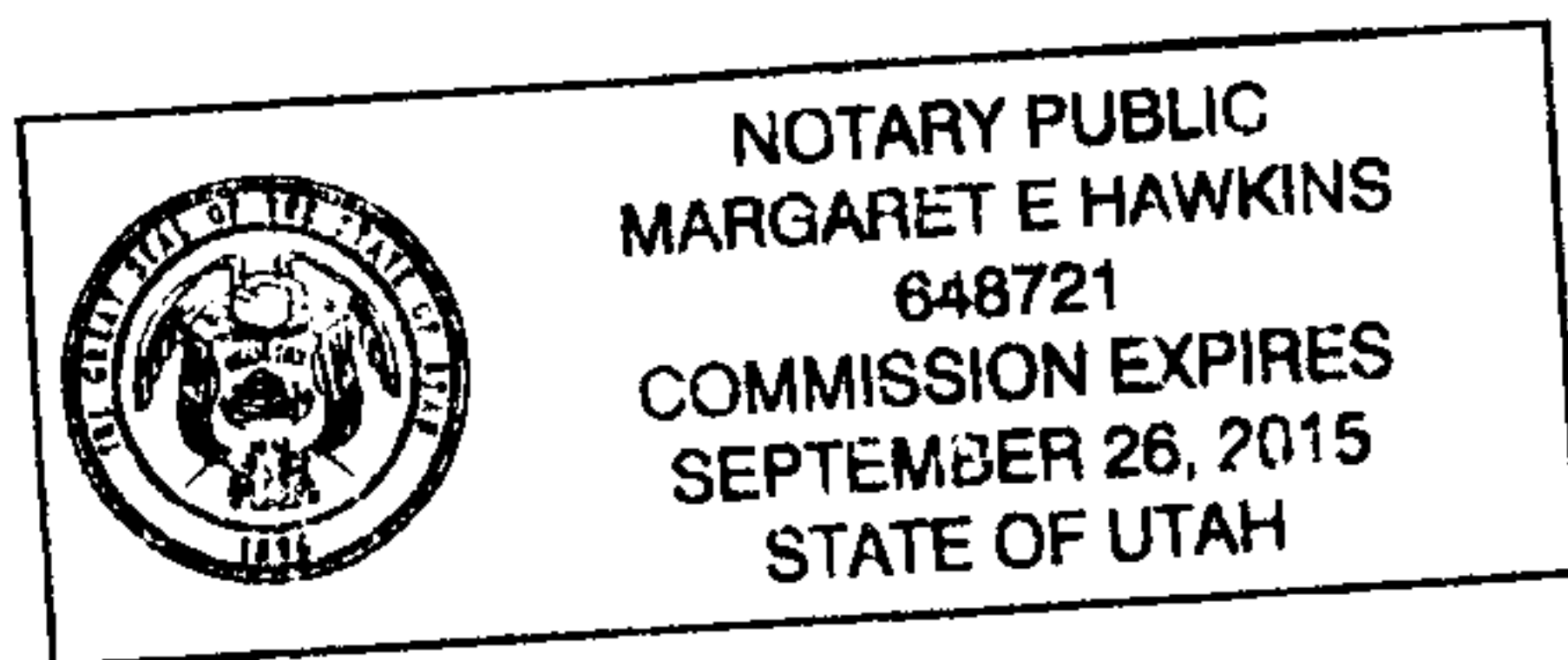
I, the undersigned, a Notary Public in and for said State, hereby certify that Joseph H. Pugsley, whose name as Asst. Vice President of Wells Fargo Bank Northwest, National Association, a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such Asst. Vice President of Wells Fargo Bank Northwest, National Association, a national banking association, and with full authority of its board of directors, executed the same voluntarily for and as the act of said association.

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

My Commission Expires:

9-26-15

[Signature]
Notary Public




[NOTARY SEAL]

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.
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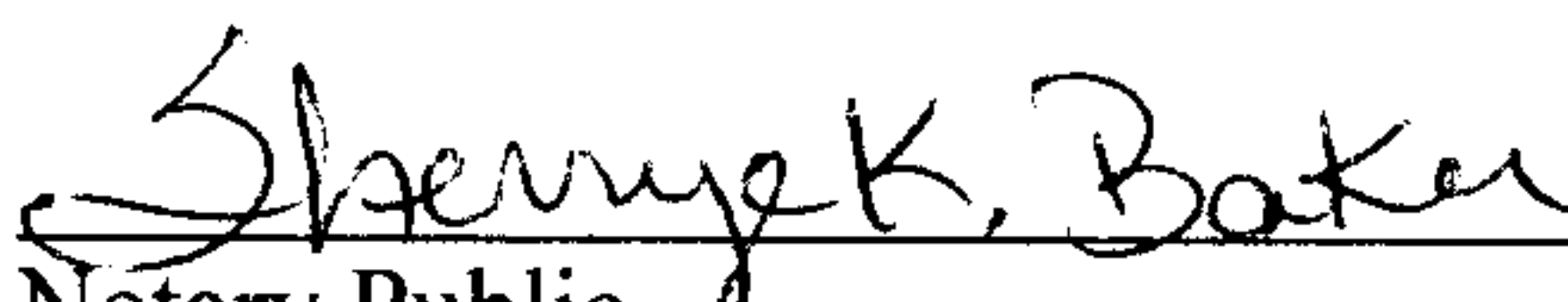
COUNTY OF FULTON

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.

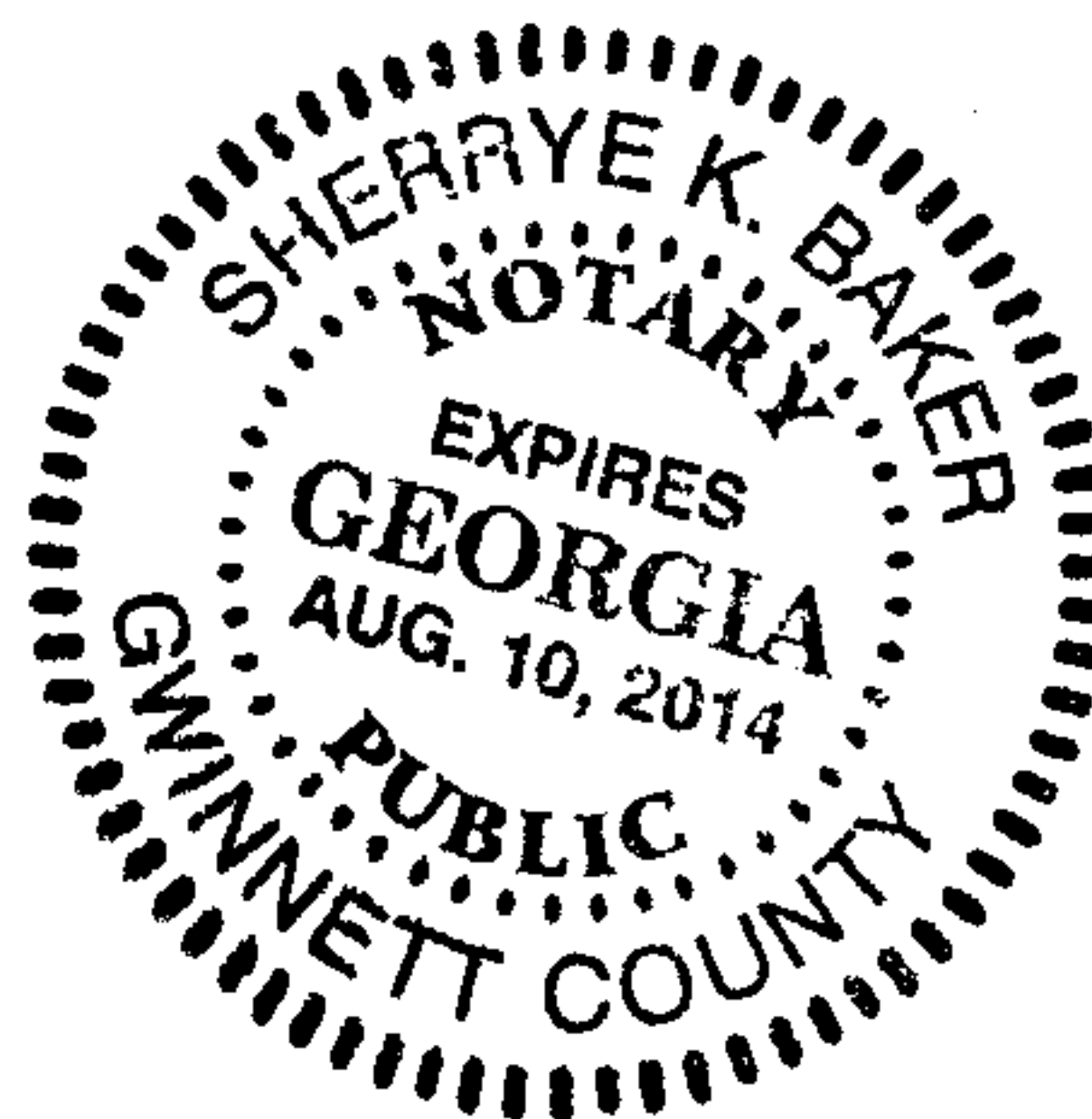
Given under my hand and official seal, this the 2nd day of April, 2014.

My Commission Expires:

8-10-14

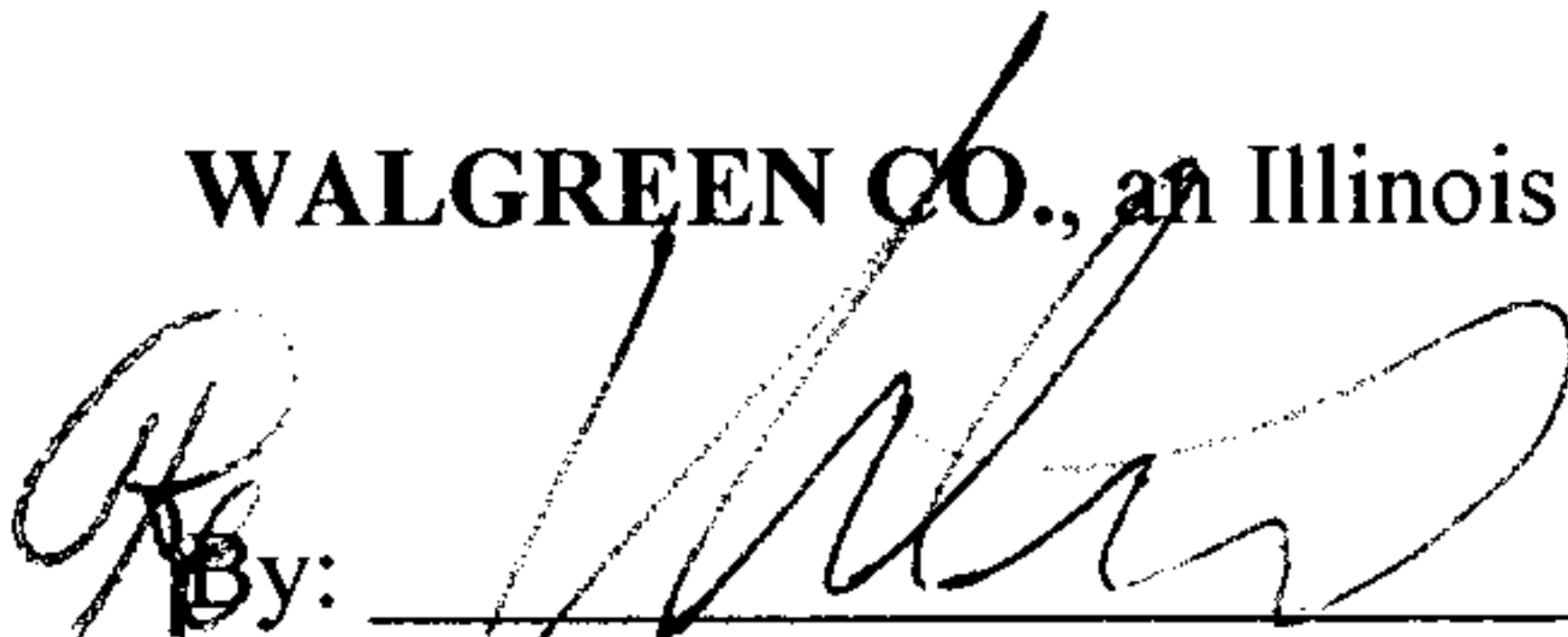

Notary Public

[NOTARY SEAL]



TENANT:

WALGREEN CO., an Illinois corporation



By: _____

Name: Richard N. Steiner

Title: Director of Real Estate Law

STATE OF ILLINOIS

COUNTY OF LAKE

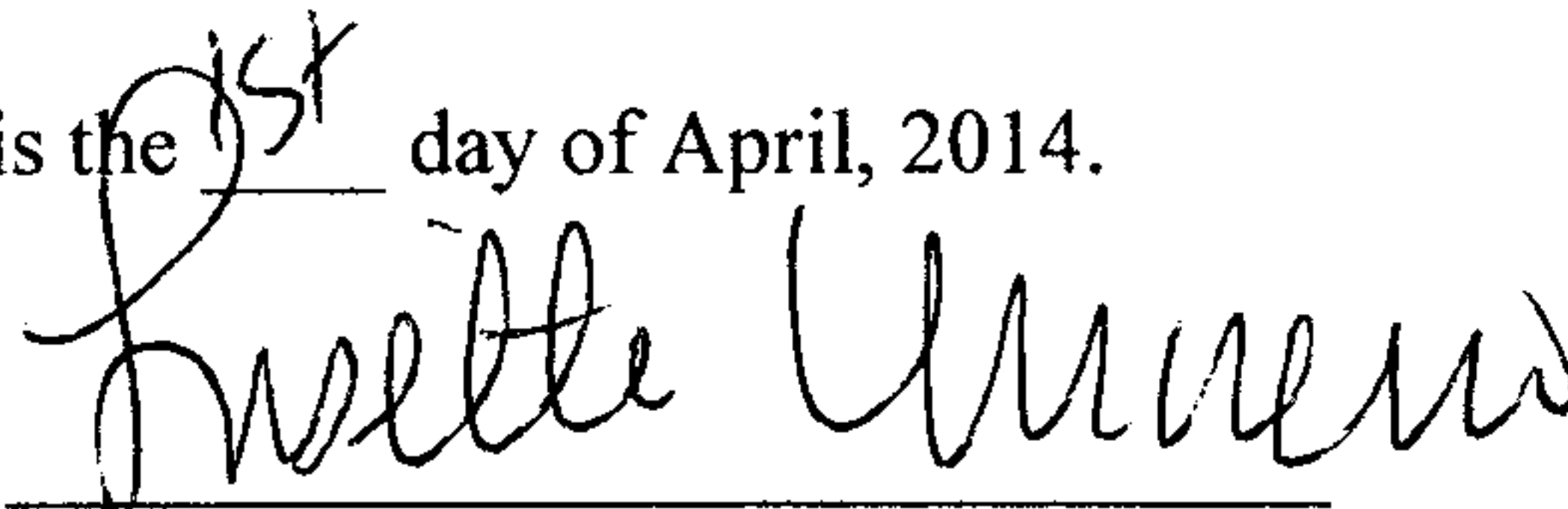
)

) 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 1st day of April, 2014.



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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