

(This Space for Recording Use Only)

THIS DOCUMENT SHOULD BE RETURNED TO AFTER RECORDING:

WALGREEN CO.
104 Wilmot Road, MS 1420
Deerfield, Illinois 60015
Attn: Natalia Alexandrovich
Real Estate Law Department
Store #09951-S

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


THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT made in multiple copies as of the 19 day of December, 2014, by and between Keybank National Association, a national banking association ("Mortgagee"), WG DST 4, a Delaware statutory trust ("Landlord") and **WALGREEN CO.**, an Illinois corporation ("Tenant");

WITNESSETH:

WHEREAS, Mortgagee is the holder of a Note in the original principal amount of thirty three million, two hundred and forty seven thousand, five hundred sixty six and no/100 dollars (\$33,247,566.00), secured, in part, by a Mortgage or Deed of Trust ("Mortgage") dated on or about the date hereof, to be recorded simultaneously herewith in the Official Records of Shelby County, State of Alabama, covering the property located at 9301 Highway 119, City of Alabaster, State of Alabama, legally described on Exhibit "A" attached hereto and made a part hereof ("Leased Premises");

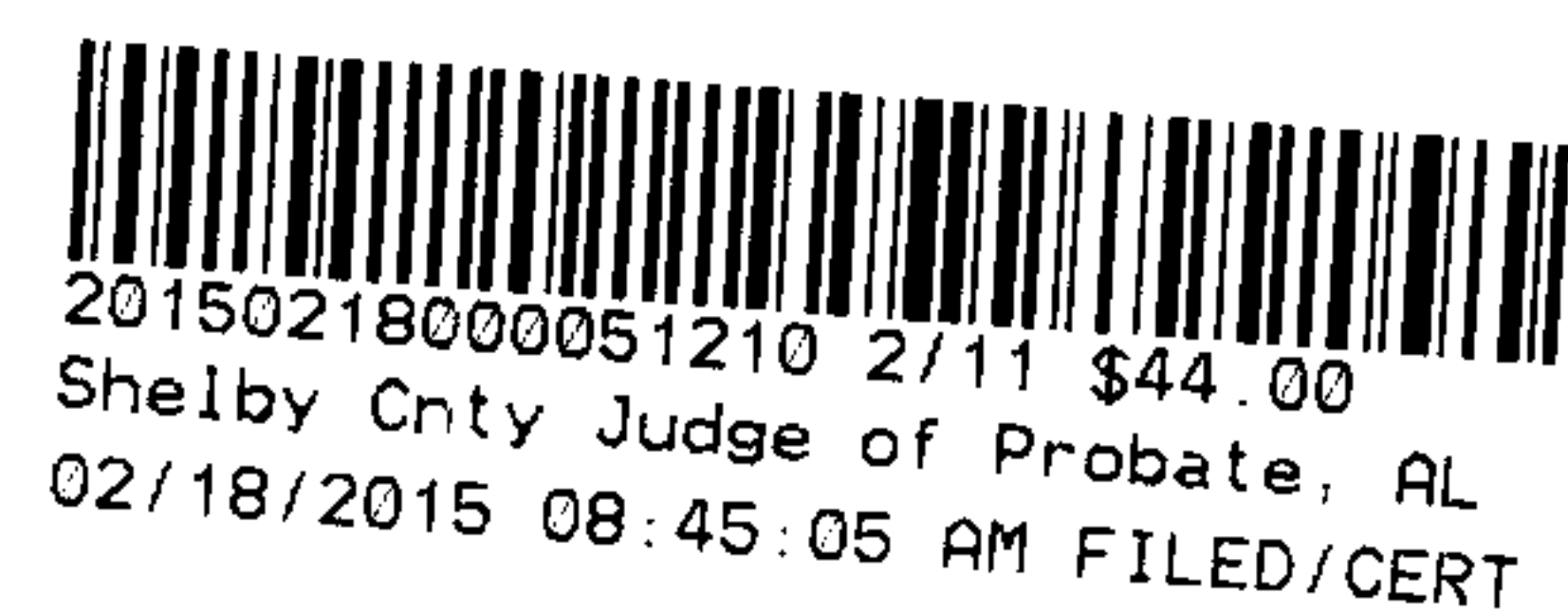
WHEREAS, by Lease dated December 19, 2014, ("Lease"), evidenced by a Memorandum of Lease of even date, to be recorded simultaneously herewith in the Official Records of Shelby County, State of Alabama, Landlord, as landlord, leased to Tenant, as tenant, the Leased Premises;

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


20150218000051210 1/11 \$44.00
Shelby Cnty Judge of Probate, AL
02/18/2015 08:45:05 AM FILED/CERT

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, 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 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), except for any defaults or remedies of which Tenant has notified Mortgagee prior to Successor Landlord becoming bound by the Lease in accordance with paragraph 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.

6. 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 (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 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. 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 this 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 paragraph.

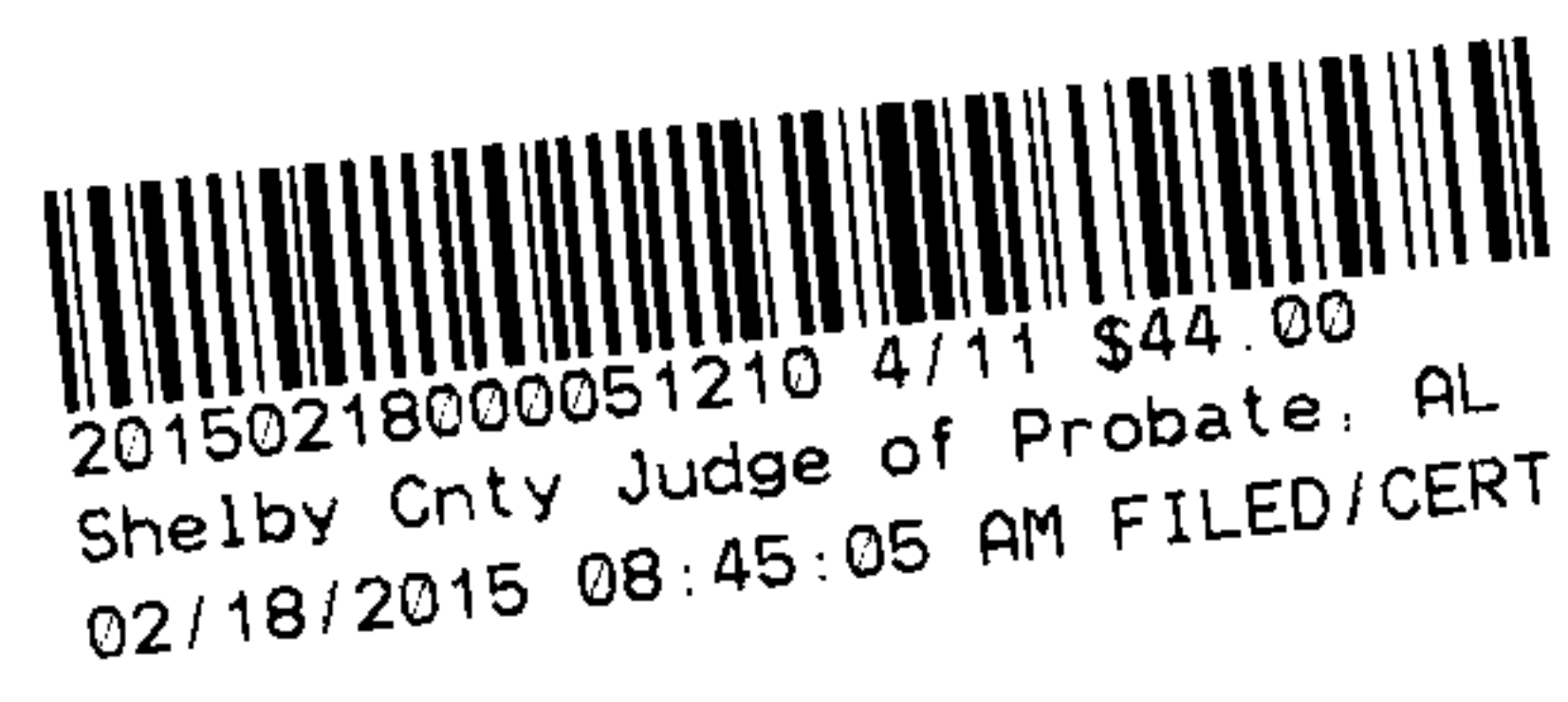
8. (a) Subject to the terms of (b) below, Tenant agrees that the covenants of Landlord in Section 7 of the Lease shall not be binding upon land owned by Successor Landlord that acquires the interest of Landlord in the Leased Premises through foreclosure of the Mortgage or a deed in lieu thereof, (provided 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 Section 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 Section 7 of the Lease.

9. 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.

10. 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: KeyBank National Association
11501 Outlook, Suite 300
Overland Park, Kansas 66211
Attn: Loan Servicing



If to Tenant: Walgreen Co.
Real Estate Law Department
104 Wilmot Road, MS 1420
Deerfield, Illinois 60015

If to Landlord: WG DST 4
c/o WG Manager 4, LLC
c/o Net Lease Capital Advisors, Inc.
10 Tara Boulevard, Suite 130
Nashua, New Hampshire 03062
Attn: Douglas F. Blough


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.

11. 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.

12. 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.

13. 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.

[Signature Page Follows]



20150218000051210 6/11 \$44.00
Shelby Cnty Judge of Probate, AL
02/18/2015 08:45:05 AM FILED/CERT

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

TENANT:

WALGREEN CO.,
an Illinois corporation

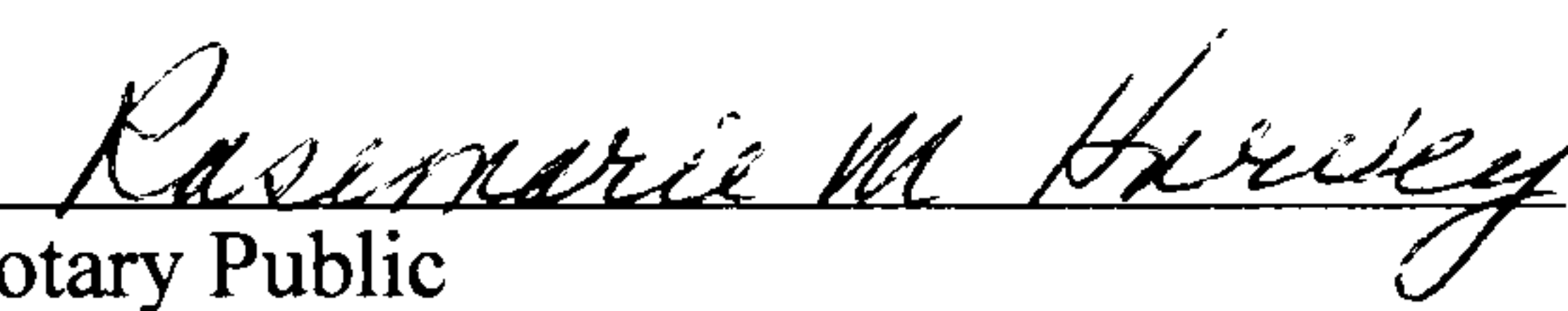
By: 

Name: Richard N. Steiner

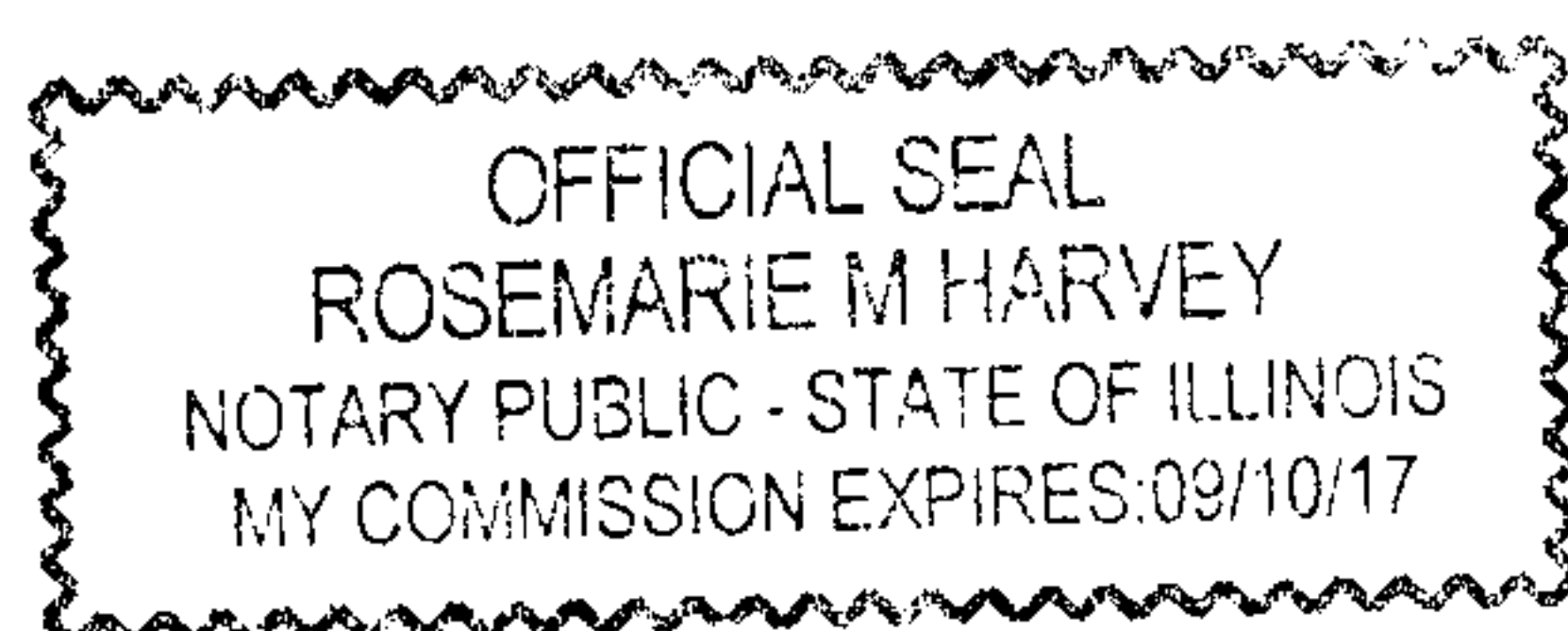
Title: Director


STATE OF ILLINOIS §
 §
COUNTY OF LAKE §

On this 11 day of December, 2014, before me appeared Richard N. Steiner, to me personally known, who, being by me duly sworn, did say that he is the Director of Walgreen Co., an Illinois corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and said Director acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

My term expires: _____




20150218000051210 7/11 \$44.00
Shelby Cnty Judge of Probate, AL
02/18/2015 08:45:05 AM FILED/CERT

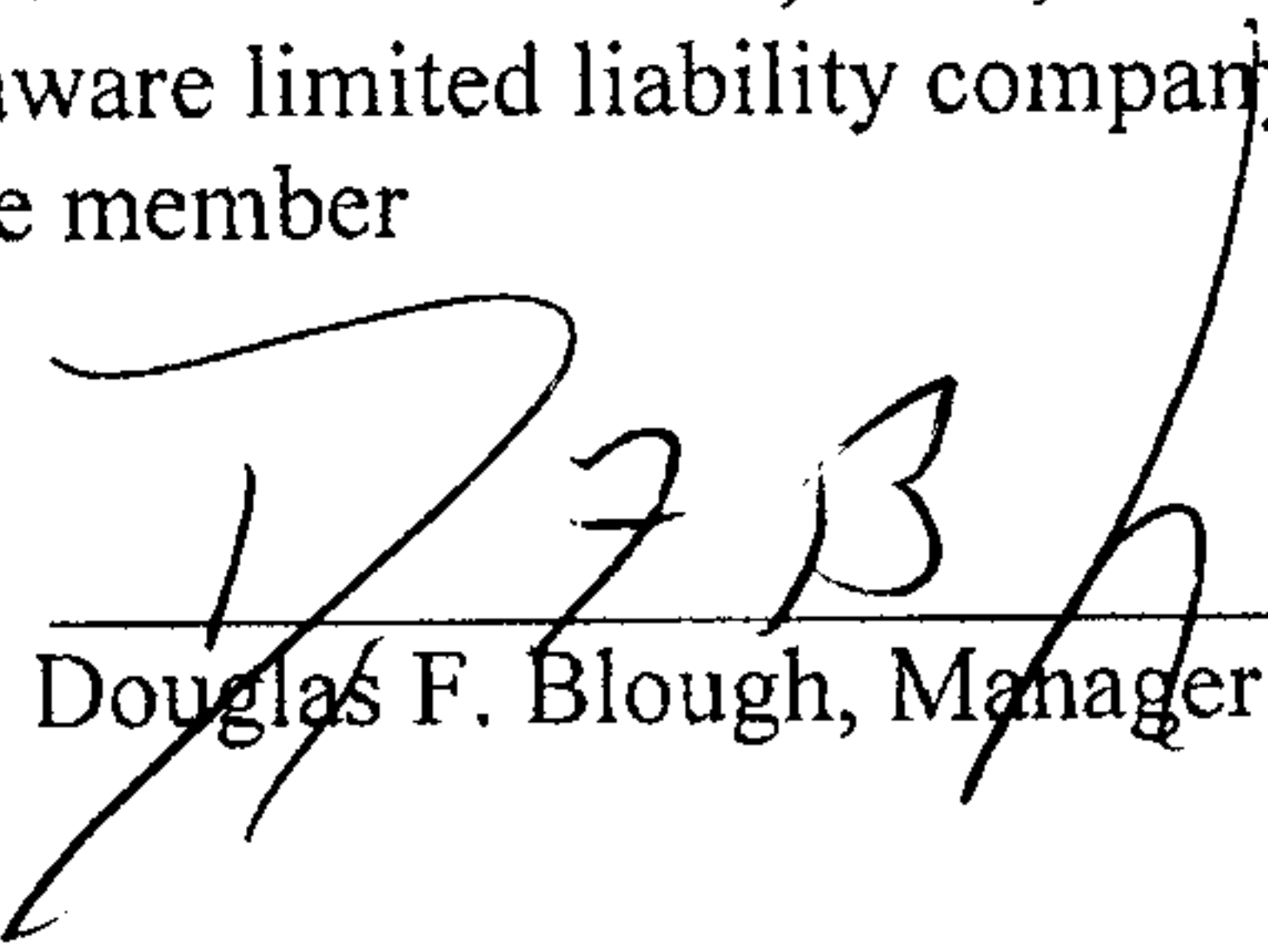
LANDLORD:

WG DST 4,
a Delaware statutory trust

By: WG Manager 4, LLC,
a Delaware limited liability company,
its Manager

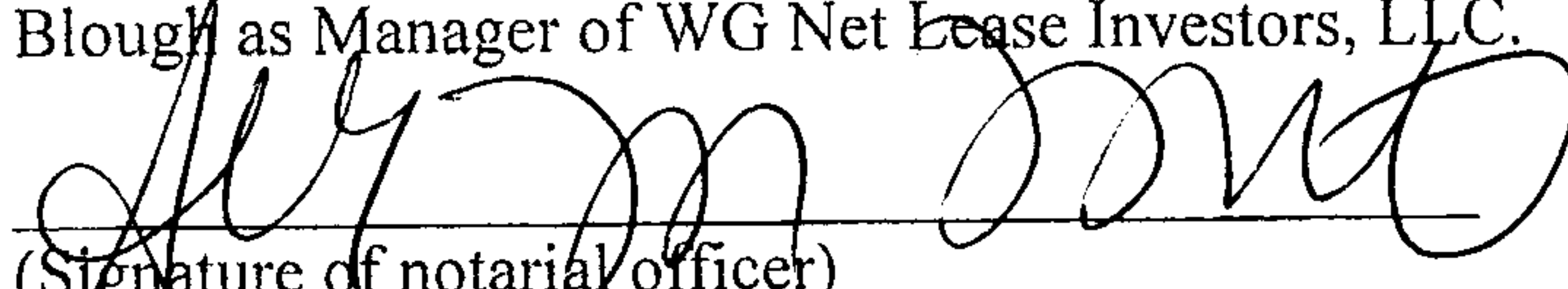
By: WG Net Lease Investors, LLC,
a Delaware limited liability company,
its sole member

By:


Douglas F. Blough, Manager

State of New Hampshire
County of Hillsborough

This instrument was acknowledged before me on the 15 day of December, 2014 by Douglas F. Blough as Manager of WG Net Lease Investors, LLC.



(Signature of notarial officer)

(Seal, if any)

Notary Public, State of New Hampshire

My commission expires:
ANDRA M. FOSTER, Notary Public
My Commission Expires January 11, 2017

RSA 456-B:8, II.


20150218000051210 8/11 \$44.00
Shelby Cnty Judge of Probate, AL
02/18/2015 08:45:05 AM FILED/CERT

MORTGAGEE:

KEYBANK NATIONAL ASSOCIATION,
a national banking association

By: Mary Ann Gripka
Mary Ann Gripka
Vice President

STATE OF KANSAS

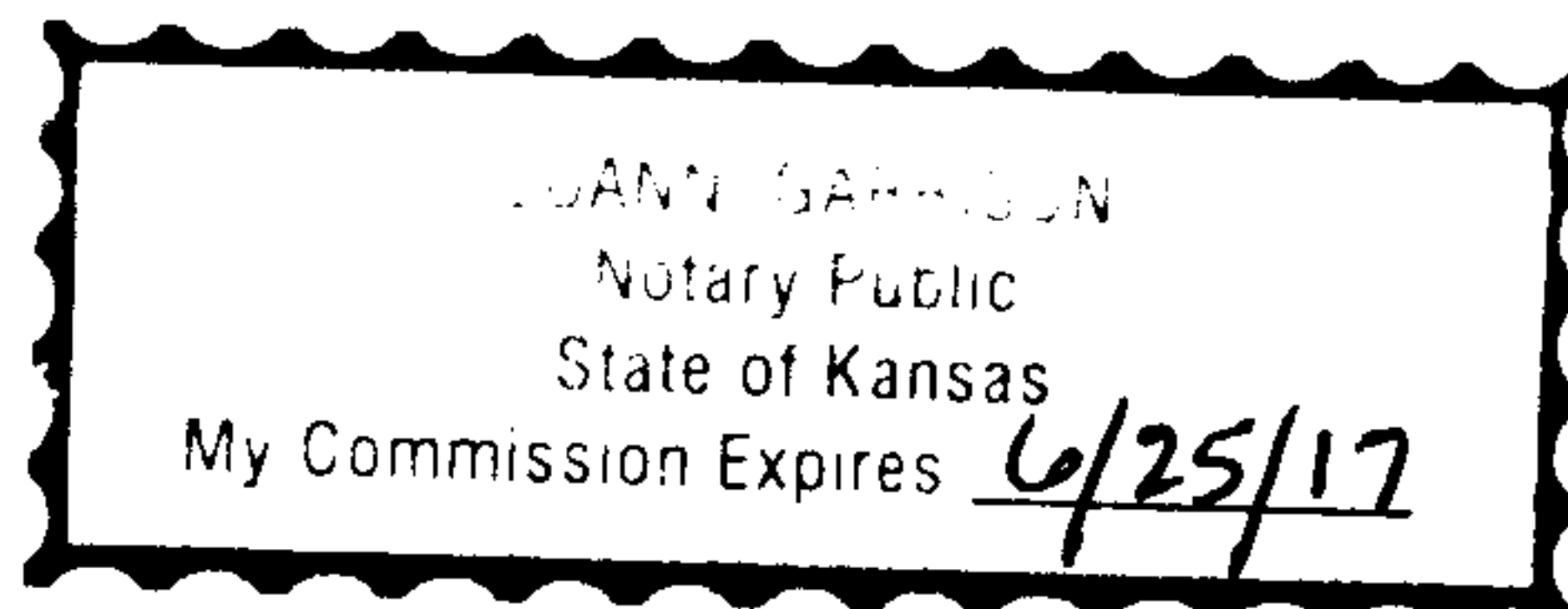
COUNTY OF JOHNSON

On December 17, 2014, before me, LuAnn Garrison, a Notary Public in and for the State of Kansas, personally appeared Mary Ann Gripka, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

LuAnn Garrison
Signature

Print Name:



20150218000051210 9/11 \$44.00
Shelby Cnty Judge of Probate, AL
02/18/2015 08:45:05 AM FILED/CERT

EXHIBIT "A"

LEGAL DESCRIPTION

The following parcel of land is located in the Northwest quarter of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, and more particularly described as follows:

Begin at the Southwest corner of Lot 14 of Maxwell's Addition to Elliottsville as recorded in Map Book 3, page 118 in the Office of the Judge of Probate of Shelby County, Alabama, said point also being on the Northeasterly right of way line of First Avenue; thence in a Northeasterly direction along said right of way and a Northeasterly projection of said Lot 14 a distance of 179.00 feet to a point on the Southerly right of way line of Shelby County Hwy. No. 26; thence an interior angle of $113^{\circ} 33' 37''$ to the left in a Northeasterly direction and along said right of way line a distance of 30.37 feet to the beginning of a curve to the right having a radius of 637.62 and a center angle of $19^{\circ} 27' 52''$; thence a interior angle to the left of $170^{\circ} 16' 04''$ to the chord of said curve and thence along the arc of said curve a distance of 216.61 feet to the end of said curve; thence an interior angle to the left from chord of said curve of $133^{\circ} 07' 27''$ a distance of 80.94 feet to a point on the Northwesterly line of Alabama Hwy. 119; thence an interior angle to the left of $122^{\circ} 01' 14''$ in a Southwesterly direction along said right of way of 198.22 feet to a point on the Southerly line of Lot 5 of said Maxwell's Addition to Elliottsville; thence an interior angle to the left of $91^{\circ} 05' 29''$ and along said Southerly line of Lot 5 and projection thereof a distance of 301.45 feet to the point of beginning.

The above described property is the same property described in that certain Warranty Deed from Mary Emma Snell Caudle, dated May 24, 2005 and recorded on May 31, 2005 as Instrument No. 20050531000260930 and by that certain Warranty Deed from R.K.M. Alabaster LLC dated May 25, 2005 and recorded on May 31, 2005 as Instrument No. 20050531000260920, in the Office of the Judge of Probate of Shelby County, Alabama, and described as follows:

Parcel 1:

Lots 5, 6, 6A and 7, according to the survey of Maxwell's Addition to Elliottsville (Alabama) as recorded in Map Book 3, page 118, in the Office of the Judge of Probate of Shelby County, Alabama, together with the Eastern half of that certain vacated alley abutting Lots 5, 6, 6A and 7. Less and Except:

A part of the Northwest quarter of the Northwest quarter, Section 14, Township 21 South, Range 3 West, identified as Tract No. 15, Project No. STPAA-458(1), Shelby County, Alabama, being a part of Lots 5, 6, 6A, 7 and all of Lot 8, Maxwell's Addition to Elliottsville as recorded in Map Book 3, page 118 in the Office of the Judge of Probate of Shelby County, and being more fully described as follows:

Commence at the Southeast corner of said Northwest quarter of Northwest quarter; thence West along the South line of said Northwest quarter of Northwest quarter a distance of 530 feet, more or less, to the present Northeast right of way line of Alabama Highway 119; thence Northeasterly along said right of way line a distance of 1058 feet, more or less, to the Southeast corner of said Lot 5, the Southwest property line and the point of beginning of the property herein to be

conveyed; thence continue Northeasterly along said right of way line a distance of 370 feet, more or less, to the present South right of way line of County Road 26 West; thence West along said South right of way line a distance of 212 feet, more or less, to the Northwest line of Lot 8; the Northwest property line; thence Southwesterly along said property line a distance of 42 feet, more or less, to the North line of Lot 7; thence Westerly along said North line a distance of 38 feet, more or less, to the West line of said Lot 7; thence Southerly along said West line a distance of 4 feet, more or less, to a point that is 75 feet Southeasterly of and at right angles to the centerline of Relocated County Road 26 West; thence Southeasterly, parallel with said centerline Relocation, along a curve to the right (concave Southwesterly) a distance of 144 feet, more or less, to a point that is 75 feet Southwesterly of and at right angles to said centerline Relocation at Station 18+50; thence Southeasterly a distance of 82 feet, more or less, to a point that is 75 feet Northwesterly of and at right angles to the centerline of said Project No. STPAA-458(1) at Station 465+75; thence Southwesterly, parallel with said centerline, a distance of 205 feet, more or less, to the Southwest line of said Lot 5, the Southwest property line; thence Southeasterly along said property line a distance of 15 feet, more or less, to the point of beginning, being situated in Shelby County, Alabama.

Parcel 2:

Lots 7A, 7B, 9, 13 and 14, according to Maxwell's Addition to Elliottsville, including that certain vacated alley between lot 7-B and lot 13, together with the western half of the certain vacated alley which lies between Lots 5, 6, 6A, 7, 7A, 7B, 13 & 14, the map of same being recorded in Map Book 3, page 118, in the Probate Office of Shelby County, Alabama.

Less and except the following:

A part of the NW $\frac{1}{4}$ of Section 14, Township 21 South, Range 3 West identified as tract No. 16-A, Project No. STPAA-458(1) Shelby County, Alabama, being a part of lot 7-A and all of lot 9, Maxwell's Addition of Elliottsville, as recorded in Map Book 3 page 118, in the Office of the Judge of Probate of Shelby County, Alabama and being more fully described as follows: Commence at the Northeast corner of said NW $\frac{1}{4}$ of NW $\frac{1}{4}$ a distance of 8 feet, more or less, to the present south right of way line of County Road 26 West; thence Westerly along said right of way line a distance of 170 feet; more or less, to the Southeast line of said lot 9, the southeast property line and the Point of Beginning of the property herein to be conveyed; thence continue Westerly along said right of way line a distance of 140 feet, more or less to the Northwest line of said lot 9; thence Southwesterly along said Northwest line a distance of 44 feet, more or less, to the South line of said lot 9; thence Southeasterly a distance of 28 feet, more or less, to a point that is 75 feet southerly of and at right angles to said centerline at P.C. Station 16+07.50; thence Southeasterly parallel with said centerline, along a curve to the right, (concave southwesterly), a distance of 73 feet, more or less, to the Southeast line of said lot 7-A, the Southeast property line; thence Northeasterly along said property line a distance of 4 feet, more or less, to the South line of said lot 9, thence easterly along said south line a distance of 38 feet, more or less, to the southeast line of said lot 9; thence Northeasterly along said Southeast line a distance of 42 feet, more or less, to the Point of Beginning. All being situated in Shelby County, Alabama.