

WHEN RECORDED, MAIL TO:

WALGREEN CO.
104 Wilmot Road, MS 144G
Deerfield, Illinois 60015
Real Estate Law Department
Store #2529/Lease ID#001

APN: 12-542-0006

(This Space for Recording Use Only)

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

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT made in multiple copies as of the 21st day of July, 2020, by and between **GOLDMAN SACHS BANK USA**, a New York state-chartered bank ("Mortgagee"), **WBA PORTFOLIO OWNER FUND IV GALAXY 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 ("Mortgage") to be recorded concurrently, covering the property legally described on Exhibit "A" attached hereto and made a part hereof;

WHEREAS, by Lease dated July 21, 2020, ("Lease"), recorded by Memorandum of Lease made effective of even date on July 21, 2020 to be recorded concurrently, Landlord, as landlord, leased to Tenant, as tenant, the property, of the **Southwest corner of West 1700 South and South 1000 West in Syracuse, Utah**, legally described on Exhibit "A" ("Leased Premises"); and

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, 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 Article 6 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 6 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 6 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: Goldman Sachs Bank USA
2001 Ross Avenue, 30th Floor
Dallas, Texas 75201
Attn: Mortgages Legal (REFG)

With a copy: Goldman Sachs Bank USA
200 West Street
New York, New York 10282
Attn: J. Theodore Borter and Miriam Wheeler

If to Tenant: 104 Wilmot Road, MS #144G
Deerfield, Illinois 60015
Attn: Real Estate Law Department
Store No. 2529

If to Landlord: c/o Oak Street Real Estate Capital, LLC
125 South Wacker Drive, Suite 1220
Chicago, Illinois 60606

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 if the Lease contains a right of first refusal, such right 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 acknowledgement 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.

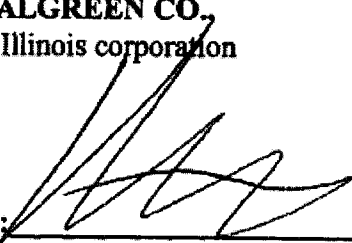
13. This Agreement shall also bind and benefit the heirs, legal representatives, successors and assigns of the respective parties hereto, and all covenants, conditions and agreements herein contained shall be construed as running with the land.

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

(Signature Page to follow)

TENANT

WALGREEN CO.,
an Illinois corporation

JB
By: 
Name: Richard N. Steiner
Title: Director and Managing Counsel

MORTGAGEE

GOLDMAN SACHS BANK USA,
a New York State-Chartered Bank

By: _____
Name: _____
Title: Authorized Person

LANDLORD

WBA PORTFOLIO OWNER FUND IV GALAXY LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

TENANT

WALGREEN CO.,
an Illinois corporation

By: _____
Name: Richard N. Steiner
Title: Director and Managing Counsel

MORTGAGEE

GOLDMAN SACHS BANK USA,
a New York State-Chartered Bank

By: _____
Name: Zach Waszolek
Title: Authorized Person

LANDLORD

WBA PORTFOLIO OWNER FUND IV GALAXY LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

TENANT

WALGREEN CO.,
an Illinois corporation

By: _____
Name: Richard N. Steiner
Title: Director and Managing Counsel

MORTGAGEE

GOLDMAN SACHS BANK USA,
a New York State-Chartered Bank

By: _____
Name: _____
Title: Authorized Person

LANDLORD

WBA PORTFOLIO OWNER FUND IV GALAXY LLC,
a Delaware limited liability company

By: _____
Name: James Hennessey
Title: Authorized Representative

TENANT ACKNOWLEDGEMENT

STATE OF ILLINOIS §
 §
COUNTY OF LAKE §

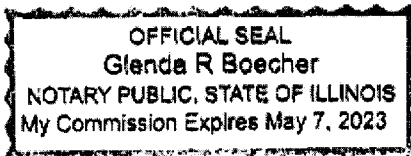
On this 14th day of July, 2020, before me appeared Richard N. Steiner, to me personally known, who, being by me duly sworn, did say that he is the Director and Managing Counsel of Walgreen Co., an Illinois corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors, and said Richard N. Steiner acknowledged said instrument to be the free act and deed of said corporation.

(Seal)



Notary Public

My term expires: 5/7/2023

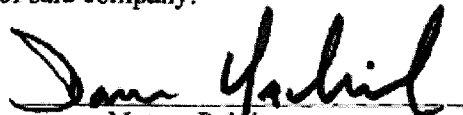


MORTGAGEE ACKNOWLEDGEMENT

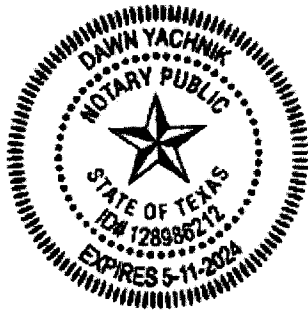
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this 14 day of July, 2020, before me appeared Zach Waszolek to me personally known, who, being by me duly sworn, did say that he is the Authorized Person of Goldman Sachs Bank USA, a New York state-chartered bank, and that said instrument was signed in behalf of said company by due authority, and said Authorized Person acknowledged said instrument to be the free act and deed of said company.

(Seal)


Notary Public

My term expires:

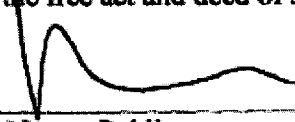


LANDLORD ACKNOWLEDGEMENT

STATE OF ILLINOIS §
 §
COUNTY OF COOK §

On this 16th day of July, 2020, before me appeared James Hennessey to me personally known, who, being by me duly sworn, did say that he is the Authorized Representative of WBA Portfolio Owner Fund IV Galaxy LLC, a Delaware limited liability company, and that said instrument was signed in behalf of said company by due authority, and said Authorized Representative acknowledged said instrument to be the free act and deed of said company.

(Seal)



Notary Public

My term expires:

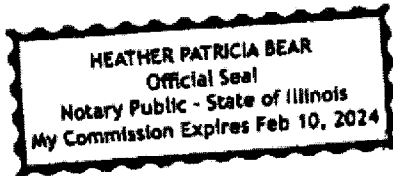


EXHIBIT "A"

LEGAL DESCRIPTION (STORE #2529)

[attached]

1037 W. 1700 S.
Syracuse, Utah, Store No. 2529

Legal Description

Real property in the City of Syracuse, County of Davis, State of Utah, described as follows:

PARCEL 1:

LOT 1 OF COLBY CROSSING SUBDIVISION, SYRACUSE CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE DAVIS COUNTY RECORDER AS ENTRY NO. 1974427 IN BOOK 3508 OF PLATS AT PAGE 1914, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT ON THE SOUTH LINE OF ANTELOPE DRIVE (1700 SOUTH STREET) AS IT IS PROPOSED TO BE WIDENED TO 60.00 FOOT HALF-WIDTH BEING 150.00 SOUTH 89°58'46" WEST ALONG THE SECTION LINE AND 60.00 FEET SOUTH 0°09'08" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 15; AND RUNNING THENCE NORTH 89°58'46" EAST 102.00 FEET ALONG SAID SOUTH LINE OF STREET; THENCE SOUTH 44°56'03" EAST 21.18 FEET TO THE WEST LINE OF 1000 WEST STREET AS IT EXISTS AT 33.00 FOOT HALF-WIDTH; THENCE SOUTH 0°09'08" WEST 213.00 FEET ALONG SAID WEST LINE OF STREET; THENCE SOUTH 89°58'46" WEST 330.00 FEET; THENCE NORTH 0°09'08" EAST 228.00 FEET TO THE SOUTH LINE OF ANTELOPE DRIVE (1700 SOUTH STREET) AS WIDENED; THENCE NORTH 89°58'46" EAST 213.00 FEET ALONG SAID SOUTH LINE OF STREET AS WIDENED TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THOSE PARCELS OF LAND CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY THAT CERTAIN QUIT CLAIM DEED RECORDED APRIL 15, 2009 AS ENTRY NO. 2441695 IN BOOK 4755 AT PAGE 571 OF OFFICIAL RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

TWO PARCELS OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN LOT 1 OF THE COLBY CROSSING SUBDIVISION, A SUBDIVISION IN THE NE1/4NE1/4 OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCELS, OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; AND RUNNING THENCE S.89°40'46"E. 216.29 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO A POINT 55.00 FEET RADIALLY DISTANT SOUTHERLY FROM THE CENTERLINE OF SAID PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 88+19.68; THENCE WESTERLY 62.18 FEET ALONG THE ARC OF A 1,442.00-FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S.86°04'03"W. 62.17 FEET); THENCE S.87°55'41"W. 43.62 FEET; THENCE S.83°20'30"W. 74.47 FEET; THENCE WESTERLY 37.08 FEET ALONG THE ARC OF A

1,555.00-FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS S.84°01'29"W. 37.08 FEET) TO THE WESTERLY BOUNDARY LOT LINE OF SAID LOT 1; THENCE N.00°29'36"E. 19.54 FEET ALONG SAID WESTERLY BOUNDARY LOT LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

ALSO:

BEGINNING ON THE NORTH BOUNDARY LINE OF SAID LOT 1 AT A POINT 60.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CENTERLINE OF SAID PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 89+07.41, WHICH POINT IS 62.26 FEET N.89°40'46"W. AND 60.00 FEET S.00°19'14"W. FROM SAID NORTHEAST CORNER OF SECTION 15; AND RUNNING THENCE S.89°40'46"E. 14.08 FEET ALONG THE NORTH BOUNDARY LINE OF SAID LOT 1 TO THE NORTH-NORTHEAST CORNER OF SAID LOT 1; THENCE S.44°35'35"E. 21.18 FEET ALONG THE NORTHEAST BOUNDARY LINE OF SAID LOT 1 TO THE EAST-NORTHEAST CORNER OF SAID LOT 1; THENCE S.00°29'38"W. 14.08 FEET; THENCE N.44°35'45"W. 41.06 FEET TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

(NOTE: ROTATE ABOVE BEARINGS 0°20'28" COUNTER-CLOCKWISE TO EQUAL RECORD BEARINGS.)

PARCEL 2:

THOSE CERTAIN EASEMENTS APPURTENANT TO PARCEL 1, AS CREATED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS RECORDED MARCH 2, 2004 AS ENTRY NO. 1967023 IN BOOK 3487 AT PAGE 945 AND IN THE FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS, RECORDED AUGUST 30, 2004, AS ENTRY NO. 2013946, IN BOOK 3613 AT PAGE 1416 OF OFFICIAL RECORDS.

Address: 1037 W. 1700 S., Syracuse, Utah (aka 1037 W. Antelope Drive per tax records)

Tax Parcel Number: 12-542-0006