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~~PREPARED BY~~ RETURN TO:
AUSTIN LAW FIRM, P.A.
ATTORNEYS AT LAW
3928 COBBLESTONE DRIVE, SUITE 100
SOUTHAVEN, MS. 38672
662-890-7575

SNDA

SO4-09-0188

After recording, please return to:

Vena Bridgeman
Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

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

This Subordination, Attornment and Non-Disturbance Agreement ("Agreement") made to be effective this 21st day of May 2009, by and between DOLGENCORP, LLC., a Kentucky limited liability company, ("Tenant"), and BANCORPSOUTH, a banking association ("Mortgagee").

STATEMENT OF PURPOSE

1. Mortgagee is the holder of a deed of trust, dated May 21, 2009 ("Mortgage") on the real estate described on Exhibit A attached hereto and incorporated herein by reference, which Mortgage is recorded in the Office of the Chancellor of DeSoto County, MISSISSIPPI.
2. Tenant and Ware Properties, LLC, ("Landlord") have entered into that certain lease dated April 10, 2009 (the "Lease").
3. Tenant and Mortgagee desire to confirm their understanding with respect to the lease and the Mortgage.

AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants and agreements, together with \$1.00 and other valuable consideration, the adequacy, sufficiency and receipt of which are

hereby acknowledged by the parties, Mortgagee and Tenant hereby agree and covenant as follows:

1. The Lease shall be subject and subordinate to the Mortgage and to all renewals, modifications or extensions thereof.
2. Provided Tenant is not in material default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of its terms, covenants or conditions of the Lease to be performed by Tenant, (i) Tenant's rights and privileges under the Lease shall not be diminished or interfered with by Mortgagee; (ii) Tenant's occupancy of the Demised Premises shall not be disturbed by Mortgagee for any reason whatsoever during the Lease term; (iii) Mortgagee shall not in any manner disaffirm the Lease; and (iv) Tenant shall not be named a party to any foreclosure proceeding unless required by state law.
3. If the interests of Landlord are transferred to Mortgagee by reason of foreclosure or other proceedings brought by Mortgagee and Mortgagee succeeds to the interest of Landlord under the Lease, Tenant shall be bound to Mortgagee under all of the terms, covenants and conditions of the Lease for the balance of the Lease Term with the same force and effect as if Mortgagee were Landlord under the Lease, and Tenant does hereby attorn to Mortgagee as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Mortgagee succeeding to the interest of Landlord under the Lease. Tenant shall be under no obligation to pay rent to Mortgagee until Tenant receives written notice from Mortgagee that it has succeeded to the interest of Landlord under the Lease. Tenant may rely on such written notice and begin paying rent to Mortgagee without taking further action and Tenant shall incur no liability to Landlord in the event Tenant relies in good faith on such written notice to begin rent payments to Mortgagee. The respective rights and obligations of Tenant and Mortgagee upon such attornment (including, but not limited to, the disposition of fire insurance proceeds and/or condemnation awards), to the extent of the then remaining balance of the Lease Term shall be and are the same as set forth in the Lease, it being the intention of the parties to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth herein.
4. If Mortgagee succeeds to the interest of Landlord under the Lease, Mortgagee shall assume Landlord's obligations under the Lease and be bound to Tenant under all terms, covenants and conditions of the Lease, and Tenant shall, from and after Mortgagee's succession to the interest of Landlord under the Lease, have the same remedies against Mortgagee for the breach of any provision contained in the Lease after the date of Mortgagee's succession to the interest of Landlord under the Lease that Tenant might have had under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord.
5. All notices, consents and other communications pursuant to the provisions of this Agreement shall be given and deemed to have been properly served if delivered in writing (i) by certified mail, (ii) by a nationally recognized overnight courier providing signed proof of delivery or refusal thereof, or (iii) by facsimile; provided that a second

copy of such notice is given by another method provided for herein on the date of the facsimile notice. Notices shall be addressed as follows:

If to Mortgagee:	BANCORPSOUTH
	6955 GOODMAN ROAD
	OLIVE BRANCH, MS 38654
ATTN:	RANDY ALLEN
If to Tenant:	DOLGENCORP, LLC.
	100 MISSION RIDGE
	GOODLETTSVILLE, TN 37072
ATTN:	VICE PRESIDENT OF LEASE ADMINISTRATION
with a copy to:	DOLGENCORP, LLC.
	100 MISSION RIDGE
	GOODLETTSVILLE, TN 37072
ATTN:	GENERAL COUNSEL
	FACSIMILE: (615) 855-4663
	TELEPHONE: (615) 855-4000

Date of service of a notice served by mail shall be the date which is three (3) days after the date on which such notice is deposited in a post office of the United States Post Office Department, certified mail, return receipt requested. Date of service by any other method shall be the date of receipt. Each party may designate a change of address by notice to the other party, given at least fifteen (15) days before such change of address is to become effective. Final execution and delivery of this Agreement is in the State of Tennessee and shall be construed in accordance with the laws of the state where the Demised Premises are located, notwithstanding its conflict of laws provisions.

6. The Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect, to the Mortgagee and to any and all renewals, modifications and extensions, but any and all such renewals, modifications and extensions shall nevertheless be subject to and entitled to the benefits of the terms of this Agreement.
7. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by both parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.
8. Capitalized terms not defined herein shall have the definitions given them in the Lease.
9. Tenant hereby executes and agrees to the provisions of this Subordination, Attornment and Non-Disturbance Agreement as of the date hereof, which approval shall be null and void if a fully executed and recorded original of this agreement shall not be received by Tenant no later than thirty (30) days from the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Agreement to be duly executed on the dates shown hereinafter below.

DATE: April 16, 2009

TENANT: DOLGENCORP, LLC.

BY:

Maurice A. Laliberte

NAME: MAURICE A. LALIBERTE

ITS: VICE PRESIDENT OF

LEASE ADMINISTRATION

WITNESS:

Dilvi Anton

WITNESS:

Sammy Harper

DATE: _____

MORTGAGEE: BANCORPSOUTH

BY:

WITNESS:

WITNESS:

NAME:

ITS:

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Agreement to be duly executed on the dates shown hereinafter below.

DATE: April 16, 2009

TENANT: DOLGENCORP, LLC.

BY:

Maurice A. Laliberte

NAME: MAURICE A. LALIBERTE

WITNESS:

Dickie Santan

WITNESS:

Sammy Hayden

ITS: VICE PRESIDENT OF

LEASE ADMINISTRATION

DATE: May 21, 2009

MORTGAGEE: BANCORPSOUTH

RANDY ALLEN

BY:

Randy Allen

NAME: RANDY ALLEN

WITNESS:

Steve S. Hor

WITNESS:

Bobby Mikee

ITS:

VICE PRESIDENT

STATE OF MISSISSIPPI)
) SS
COUNTY OF DESOTO)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Randy Allen, whose name as Vice President of BancorpSouth Bank, 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 above and foregoing instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said Vice President.

Given under my hand and seal this 21 day of May, 2009.



Kathy G. Davidson
Notary Public

My commission expires: 04/09/2012

Lot 1, Section A, Center City Commercial Subdivision in Section 28, Township 1 South, Range 8 West, DeSoto County, Mississippi as per plat thereof recorded in Plat Book 57, Page 36-37 in the office of the Chancery Clerk of DeSoto County, Mississippi.

EXHIBIT "A"