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

This Subordination, Attornment and Non-Disturbance Agreement ("Agreement") made to be effective this 29th day of FEBRUARY 2008, by and between DOLGENCORP, INC., a Kentucky corporation ("Tenant"), and THE BANK OF KENTUCKY/KENTUCKY CORP. ("Mortgagee").

STATEMENT OF PURPOSE

1. Mortgagee is the holder of a deed of trust, dated 2/29/08, 2008 ("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 Recorder of Lake County, Indiana.
2. Tenant and DG/Indiana, LLC ("Landlord") have entered into that certain lease dated April 26, 2007 (the "Lease").
3. Tenant and Mortgagee desire to confirm their understanding with respect to the lease and the Mortgage.

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:

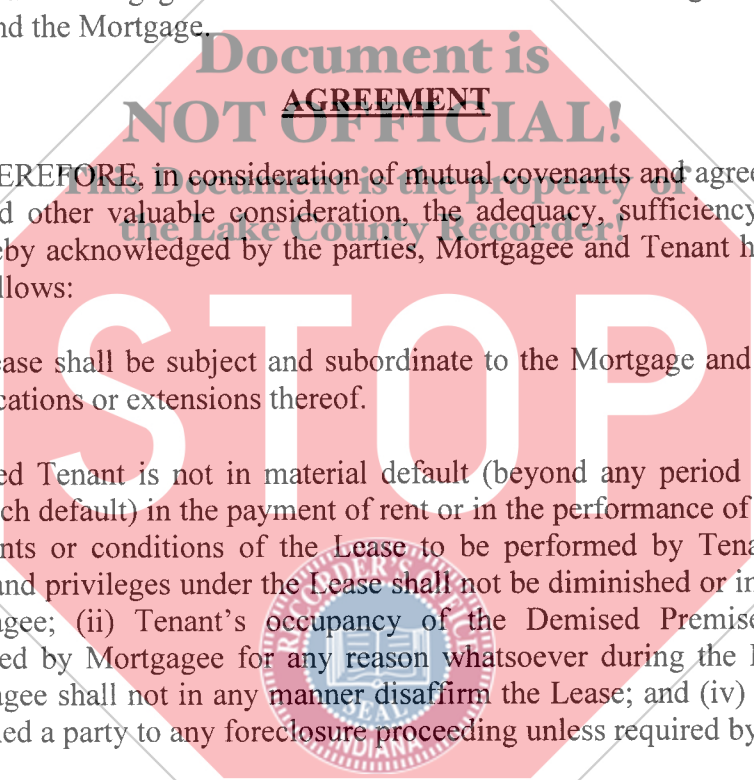
1. The Lease shall be subject and subordinate to the Mortgage and to all renewals, modifications or extensions thereof.
2. Provided Tenant is not in material default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of its terms, covenants or conditions 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 the 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 the Landlord under the Lease, and Tenant does hereby attorn to Mortgagee as its Landlord, said

HOLD FOR MERIDIAN TITLE CORP.

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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 the 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. Tenant certifies that (i) the term of the Lease has commenced and is presently in full force and effect; (ii) Tenant has accepted possession of the Demised Premises and that, to the best of Tenant's knowledge, any improvement required by the Lease has been completed to the satisfaction of Tenant; (iii) no rent has been paid more than thirty (30) days in advance of its due date; and (iv) Tenant, as of the date hereof, has no charge, lien or claim of offset under the Lease, or otherwise, against the rents or other sums due or to become due thereunder.
5. If Mortgagee succeeds to the interest of the 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 the 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.
6. All notices, consents and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid and shall be deemed given upon the earlier of when received or when delivery is attempted and addressed as follows:

If to Mortgagee:

The Bank of Kentucky, Inc.
111 Lookout Farm Drive
Crestview Hills, KY 41017

ATTN:

General Counsel

If to Tenant:

DOLGENCORP, INC.

100 MISSION RIDGE

GOODLETTSVILLE, TN 37072

ATTN:

SENIOR DIRECTOR OF LEASE ADMINISTRATION

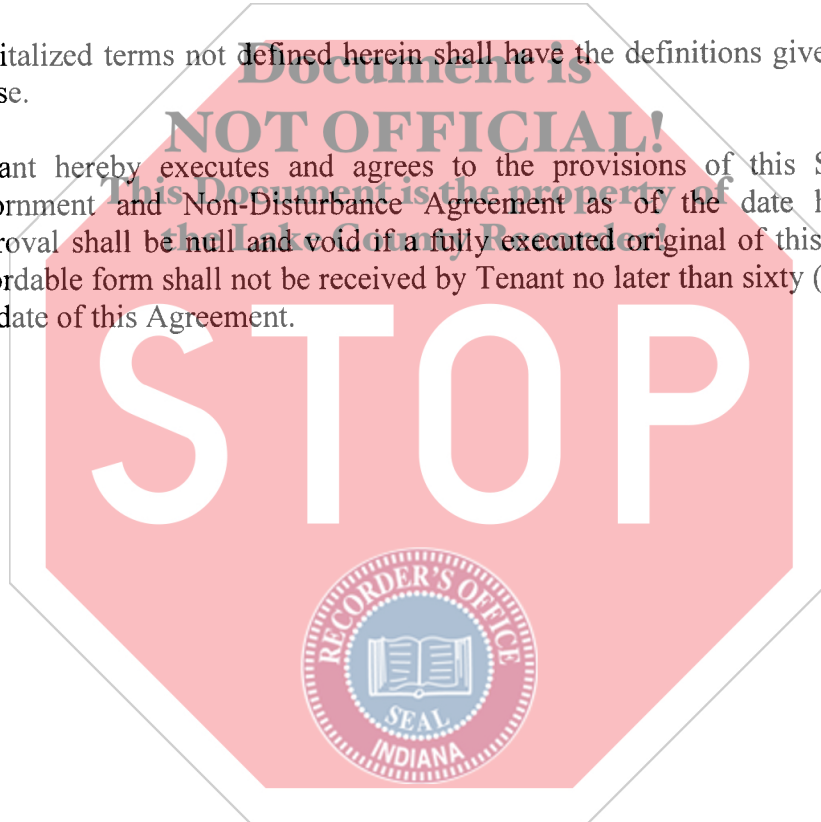
with a copy to:

DOLGENCORP, INC.
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072

ATTN: GENERAL COUNSEL

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.

7. 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.
8. 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.
9. Capitalized terms not defined herein shall have the definitions given them in the Lease.
10. 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 original of this agreement in recordable form shall not be received by Tenant no later than sixty (60) 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: February 20, 2008

TENANT:
DOLGENCORP, INC.

BY:

WITNESS: Anneta Willey

T. F. Holder
NAME: TERRI F. HOLDER
ITS: SENIOR DIRECTOR OF LEASE
ADMINISTRATION

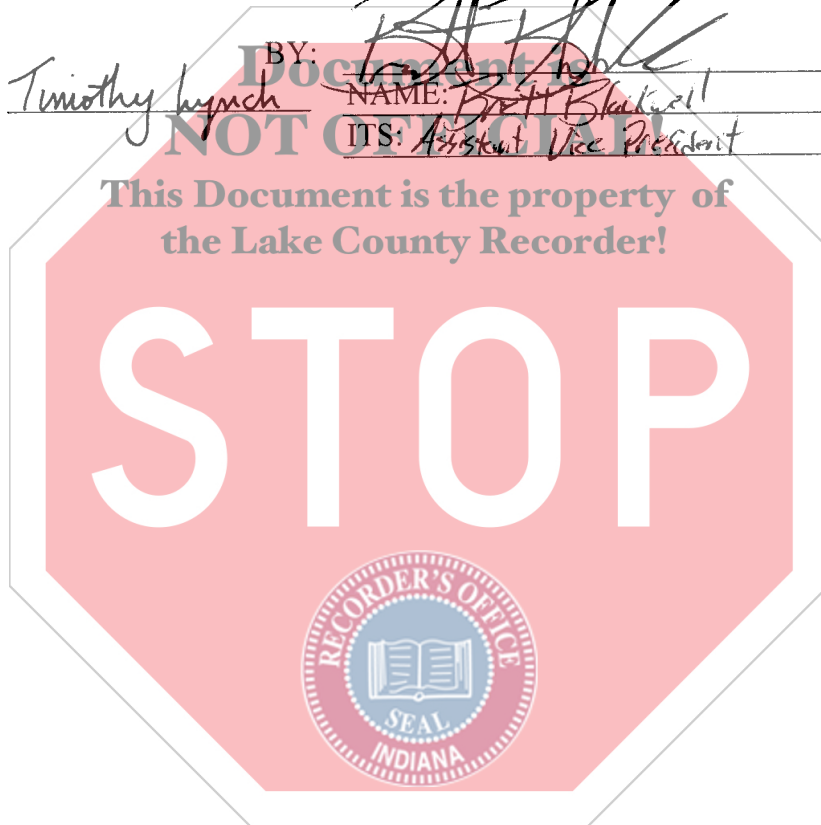
DATE: February 29, 2008

MORTGAGEE:

WITNESS: Timothy Lynch

BY:

Brett Blackwell
NAME: Brett Blackwell
ITS: Assistant Vice President



STATE OF KENTUCKY)
) SS
COUNTY OF KENTON)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that BRETT BLACKWELL, whose name as ASST. VICE PRESIDENT of BANK OF KENTUCKY, 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 THE BANK OF KENTUCKY INC

Given under my hand and seal this 29th day of FEBRUARY 2008.


Notary Public

My commission expires: 5/10/10

This Document is the property of
the Lake County Recorder!

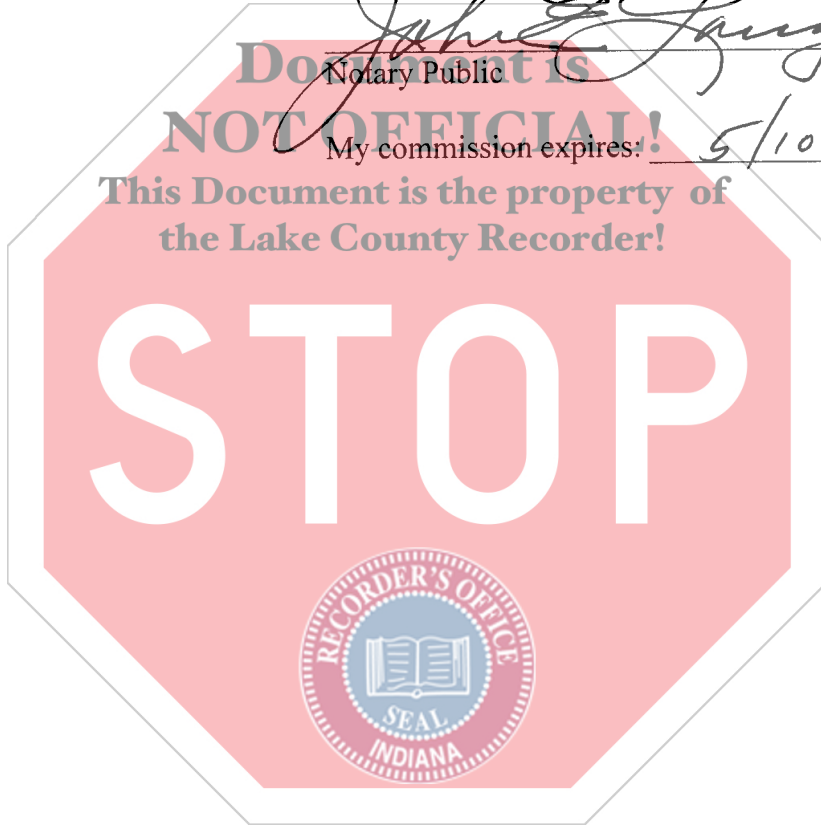


EXHIBIT A

THE PROPERTY

Lot 1, Huminsky's Wisconsin Street Subdivision, a part of the Northwest Quarter of Section 30, T36N, R7W, City of Hobart, Lake County, Indiana, per plat thereof, recorded March 26, 1993 in Plat Book 74, Page 01, in the Office of the Recorder of Lake County Indiana.

Tax Parcel Id No.: 006-27-17-0289-0001

Street Address: 760 Wisconsin Street, Hobart, IN 46342



Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

