

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Daniel L. Aaronson, Esq.
Goldberg Kohn, Bell, Black
Rosenbloom & Moritz, Ltd.
55 E. Monroe St., Suite 3300
Chicago, IL 60603
312-201-4000

After Recording, Return To:
Baskin, McCarroll, McCaskill & Campbell, PA
PO Box 190
Southaven, MS 38671
(662) 349-0664
File No: 90812 Initials: JM

9/16/08 4:05:40
BK 128 PG 275
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Indexing Instructions:

To the Chancery Clerk of DeSoto County, Mississippi:

The real property described herein is located in the
_____ of Section 25, Township 1 S, Range 9 W,
DeSoto County, Mississippi.
Lots 1 and 2, Lake Forest Commercial Subdivision,
Plat Book 26, Page 25.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
(DeSoto County, Mississippi)

This Subordination, Non-Disturbance and Attornment Agreement (this "Agreement") is dated as of the Effective Date set forth on **Schedule A** attached hereto and made a part hereof between The PrivateBank and Trust Company, an Illinois banking corporation ("Lender"), the Lessee set forth on **Schedule A** attached hereto and made a part hereof ("Tenant"), and the Borrower set forth on **Schedule A** attached hereto and made a part hereof ("Landlord").

RECITALS

- A. Tenant is the tenant under that certain Lease described on **Schedule A** attached hereto and made a part hereof (the "Lease"), of the premises described in **Exhibit A** attached hereto and made a part hereof (the "Land"), together with the buildings and improvements located on the Land ("Improvements") (collectively, the "Mortgaged Property"). A memorandum or short form of the Lease may be recorded approximately simultaneously with the recording of this Agreement with the Registry of Deeds/Office of the Clerk or in the Land Records, as applicable, in the county or counties, city or cities, or town or towns as applicable, and state or commonwealth where the Land is located (the "Registry").
- B. This Agreement is being entered into in connection with a mortgage loan (the "Loan") from Lender to Landlord, secured by, inter alia: (a) a first mortgage, deed of trust or

Baskin

deed to secure debt on and of the Landlord's interest in the Mortgaged Property (the "Security Instrument") dated as of the Effective Date to be recorded with the Registry concurrently with, but prior to, the recording of this Agreement; and (b) a first assignment of lease and rents (the "Assignment of Lease and Rents") dated as of even date herewith to be recorded with the Registry concurrently with, but prior to, the recording of this Agreement. The Security Instrument and the Assignment of Lease and Rents are hereinafter collectively referred to as the "Loan Documents."

AGREEMENT

For mutual consideration, including the mutual covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Tenant agrees that the Lease, subject to the provisions of Section 20(a) of Part II of the Lease, is and shall be, at the option of Lender upon notice to Tenant, at any time and from time to time, either subject and subordinate, or superior, to the Loan Documents and to all present or future advances under the obligations secured thereby and all renewals, amendments, modifications, consolidations, replacements and extensions of the secured obligations and the Loan Documents, to the full extent of all amounts secured by the Loan Documents from time to time. Such options of Lender may be exercised an unlimited number of times. This Agreement shall constitute notice to Tenant that for the time being, until further written notice to the contrary, Lender elects that the Lease is and shall be subject and subordinate as aforesaid. In addition, to the extent that the Lease shall entitle Tenant to notice of any mortgage, this Agreement shall constitute such notice to Tenant with respect to the Security Instrument.
2. Notwithstanding the provisions of Section 1 hereof, Lender agrees that, if the Lender exercises any of its rights under the Loan Documents, including an entry by Lender pursuant to the Security Instrument or a foreclosure of, or exercise of any power of sale under, the Security Instrument, or any sale or transfer in lieu thereof, Lender shall not disturb Tenant's right of quiet possession of the Mortgaged Property under the terms of the Lease so long as no "Event of Default" (as defined in the Lease) shall have occurred and be continuing.
3. Tenant agrees that, in the event of a foreclosure of the Security Instrument by Lender or the acceptance of a conveyance in lieu of foreclosure by Lender or any other succession of Lender to ownership of Landlord's interest in the Mortgaged Property, Tenant will attorn to and recognize Lender as its landlord under the Lease for the remainder of the Term (as defined in the Lease) of the Lease (including all extension periods which have been or are hereafter exercised) upon the same terms and conditions as are set forth in the Lease, and Tenant hereby agrees to pay and perform all of the obligations of Tenant pursuant to the Lease.

4. Tenant agrees that, in the event Lender succeeds to the interest of Landlord under the Lease, Lender shall not be:
- (a) liable for any act or omission of any prior Landlord (including, without limitation, the then defaulting Landlord), or
 - (b) subject to any defense or offsets which Tenant may have against any prior Landlord (including, without limitation, the then defaulting Landlord), or
 - (c) bound by any payment of "Fixed Rent" or "Additional Rent" (as such terms are defined in the Lease) which Tenant might have paid for more than one month in advance of the due date under the Lease to any prior Landlord, (including, without limitation, the then defaulting Landlord), except to the extent such monies are actually received by Lender, or
 - (d) bound by any obligation of any prior Landlord to make any payment to Tenant which was required to be made prior to the time Lender succeeded to any such prior Landlord's interest, or
 - (e) accountable for any monies deposited with any prior Landlord (including security deposits), except to the extent such monies are actually received by Lender, or
 - (f) bound by any amendment or modification of the Lease or by any waiver or forbearance on the part of any prior Landlord (including, without limitation, the then defaulting Landlord), in either case to the extent the same is made or given without the prior written consent of Lender; or
 - (g) liable with respect to warranties or indemnities of any nature whatsoever made by any prior Landlord (including, without limitation, the then defaulting Landlord), including any warranties or indemnities regarding use, compliance with zoning, hazardous wastes or environmental laws, Landlord's title, Landlord's authority, habitability, fitness for purpose, or possession except for the limited covenant of title set forth in the Lease. In the event that Lender shall acquire Landlord's estate in and to the Mortgaged Property, Lender shall have no obligation, nor incur any liability, beyond Lender's then equity interest, if any, in the Mortgaged Property, and Tenant shall look exclusively to such equity interest of Lender, if any, in the Mortgaged Property for the payment and discharge of any obligations or liability imposed upon Lender hereunder, under the Lease or under any new lease of the Mortgaged Property, except with respect to the misappropriation of insurance or condemnation proceeds which have been received by Lender.
5. Tenant hereby acknowledges Lender as being entitled to copies of all notices of Landlord default(s), if any, under the Lease in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord, and no such notice of default

shall be deemed given to Landlord unless and until a copy of such notice shall have been so delivered to Lender. Tenant shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord and shall accept notices of default from Lender. Lender's cure of Landlord's default shall not be considered an assumption by Lender of Landlord's other obligations under the Lease. If, in curing any such default, Lender requires access to the Mortgaged Property to effect such cure, Tenant shall furnish access to the Mortgaged Property to Lender as required by Lender to effect such cure at all reasonable times and manners; provided that Tenant's occupancy, use and enjoyment of the Mortgaged Property is not unreasonably disrupted thereby. Unless Lender otherwise agrees in writing, Lender shall have no liability to perform Landlord's obligations under the Lease, both before and after Lender's exercise of any right or remedy under this Agreement except as to the rights of Tenant set forth in paragraph 2 hereof. Neither Lender nor any other purchaser at foreclosure or recipient of a deed in lieu thereof shall become liable under the Lease unless and until Lender or such other purchaser or recipient becomes, and then only with respect to periods in which Lender or its designee or nominee is, the owner of Landlord's interest in the Mortgaged Property. Lender shall have the right, without Tenant's consent but subject to the provisions of this Agreement, to foreclose, or exercise any power of sale under, the Security Instrument or to accept a conveyance in lieu of foreclosure of the Security Instrument or to exercise any other remedies under the Loan Documents.

6. Tenant agrees that Tenant shall not, without the prior written consent of Lender, (a) amend or modify the Lease, (b) terminate, cancel or surrender the Lease except in accordance with the express provisions thereof, or enter into any agreement with Landlord to do so, (c) pay any installment of Fixed Rent or Additional Rent under the Lease more than one month in advance of the due date thereof or otherwise than in the manner provided for in the Lease, or (d) sublease all or any part of the Mortgaged Property except in accordance with the terms of the Lease. Tenant further agrees that upon the assignment or sublease of the Lease in accordance with the terms of the Lease, Tenant shall remain primarily liable for all obligations under the Lease.
7. Tenant has no knowledge of any prior assignment or pledge of the rents accruing under the Lease by Landlord. Tenant hereby consents to the Assignment of Lease and Rents. Tenant acknowledges that the interest of the Landlord under the Lease is to be assigned to Lender solely as security for the purposes specified in said assignment, and Lender shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of said assignment or by any subsequent receipt or collection of rents thereunder, unless Lender shall become the owner of the Mortgaged Property or shall specifically undertake such liability in writing.
8. In accordance with the terms of the Lease, Tenant agrees to permit Lender and/or Landlord and Lender's and/or Landlord's representatives access to, and an opportunity

to inspect, the Mortgaged Property during normal business hours and upon reasonable notice.

9. If Tenant is a corporation, the individual executing this Agreement on behalf of such corporation is duly authorized to execute and deliver this Agreement on behalf of such corporation, and that this Agreement is binding upon such corporation in accordance with its terms.
10. Any notice, demand, statement, request or consent made hereunder shall be effective and valid only if in writing, referring to this Agreement, signed by the party giving such notice, and delivered either personally to such other party, or sent by nationally recognized overnight courier delivery service or by certified mail of the United States Postal Service, postage prepaid, return receipt requested, addressed to the other party at such party's Notice Address as indicated on **Schedule A** attached hereto and made a part hereof (or to such other address or person as either party or person entitled to notice may by notice to the other party specify).

Unless otherwise specified, notices shall be deemed given as follows: (i) if delivered personally, when delivered, (ii) if delivered by nationally recognized overnight courier delivery service, on the day following the business day such material is sent, or (iii) if sent by certified mail, three (3) business days after such notice has been sent.
11. The term "Lender" as used herein includes any successors or assigns of the Lender named herein, including without limitation, any co-lender at the time of making the Loan, any purchaser at a foreclosure sale and any transferee pursuant to a conveyance in lieu of foreclosure, and their successors and assigns, and the term "Tenant" as used herein includes the Tenant named herein (the "Original Tenant") and any successors or assigns of the Original Tenant.
12. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.
13. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, except by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.
14. This Agreement shall be construed in accordance with the laws of the State or Commonwealth in which the Mortgaged Property is located.

[BALANCE OF PAGE LEFT BLANK/SIGNATURES FOLLOW]

Dated: September 5, 2008

LENDER:

THE PRIVATEBANK AND TRUST
COMPANY, an Illinois banking corporation

By: Maria K. Alexakis

Name: Maria K. Alexakis

Title: Managing Director

Dated: _____, 2008

TENANT:

MISSISSIPPI CVS PHARMACY, L.L.C.,
a Mississippi limited liability company

By: CVS PHARMACY, INC., a Rhode
Island corporation, its Member

By: _____

Name: _____

Title: _____

Dated: _____, 2008

LANDLORD:

CP PORTFOLIO 2008, LLC,
a Delaware limited liability company

By: MESIROW REALTY SALE-
LEASEBACK, INC.,
an Illinois corporation, its Manager

By: _____

Name: Garry W. Cohen

Title: Senior Managing Director

This instrument prepared by and
after recording return to:

Daniel L. Aaronson, Esq.
GOLDBERG KOHN BELL BLACK
ROSENBLUM & MORITZ, LTD.
55 East Monroe Street
Suite 3300
Chicago, Illinois 60603
(312) 201-4000

TENANT'S SIGNATURE PAGE

Attached to and made a part of this Subordination and Non-Disturbance and Attornment Agreement dated as of September 5, 2008.

CVS Store No. 3426
Location: Walls, Mississippi

MISSISSIPPI CVS PHARMACY, L.L.C.,
a Mississippi limited liability company


By: Robert T. Marcello, its Vice President

Dated: _____, 2008

LENDER:

THE PRIVATEBANK AND TRUST
COMPANY, an Illinois banking corporation

By: _____
Name: _____
Title: _____

Dated: _____, 2008

TENANT:

MISSISSIPPI CVS PHARMACY, L.L.C.,
a Mississippi limited liability company

By: CVS PHARMACY, INC., a Rhode
Island corporation, its Member

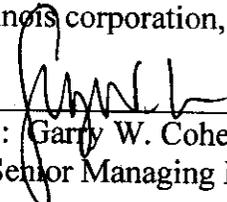
By: _____
Name: _____
Title: _____

Dated: September 5, 2008

LANDLORD:

CP PORTFOLIO 2008, LLC,
a Delaware limited liability company

By: MESIROW REALTY SALE-
LEASEBACK, INC.,
an Illinois corporation, its Manager

By: 
Name: Garry W. Cohen
Its: Senior Managing Director

This instrument prepared by and
after recording return to:

Daniel L. Aaronson, Esq.
GOLDBERG KOHN BELL BLACK
ROSENBLOOM & MORITZ, LTD.
55 East Monroe Street
Suite 3300
Chicago, Illinois 60603
(312) 201-4000

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally appeared before me, the undersigned authority in and for the said county and state on this 4th day of September, 2008 within my jurisdiction, the within named Maria K. Alexakis, who acknowledged that she is a Managing Director of The PrivateBank and Trust Company, an Illinois banking corporation, and that for and on behalf of the said corporation, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said corporation, so to do.

Maria T. Esparza

Notary Public

My Commission Expires **OFFICIAL SEAL"**
MARIA T. ESPARZA
NOTARY PUBLIC STATE OF ILLINOIS

~~My Commission Expires 06/26/2011~~

STATE OF RHODE ISLAND §
 § ss.
COUNTY OF PROVIDENCE §

I, Jeanne T. Farley⁺, a notary public in and for said county in said state, hereby certify that Robert T. Marcello, whose name as the Vice President of Mississippi CVS Pharmacy, L.L.C., a Mississippi 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 such instrument, he, as such Vice President and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this 4th day of September⁺, 2008

Jeanne T. Farley⁺
Notary Public

[Notary Seal]

My commission expires: _____⁺

4412740v.1

Jeanne T. Farley
Notary Public
State of Rhode Island
Commission Expires 6/17/09

LANDLORD ACKNOWLEDGMENT

STATE OF *Mass*)
COUNTY OF *Suffolk*) SS

Personally appeared before me, the undersigned authority in and for the said county and state on this *3rd* day of September, 2008 within my jurisdiction, the within named Garry W. Cohen, who acknowledged that he is the Senior Managing Director of Mesirow Realty Sale-Leaseback, Inc., an Illinois corporation, said Mesirow Realty Sale-Leaseback, Inc. being the manager of CP Portfolio 2008, LLC, a Delaware limited liability company, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation, so to do.

[Signature]

Notary Public

My Commission Expires:

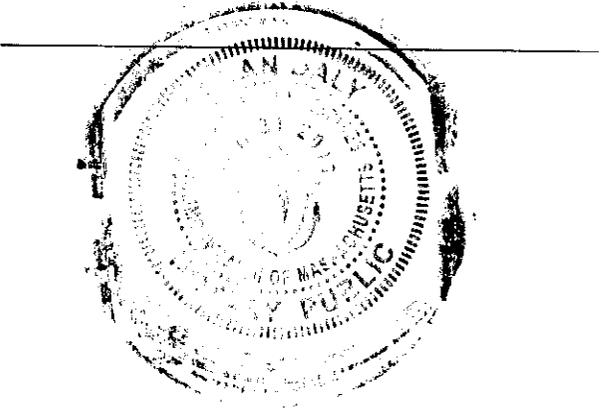


EXHIBIT A**LEGAL DESCRIPTION OF PREMISES****Parcel A:**

A 1.46 acre parcel of land being a portion of Lot 1, Lake Forest Commercial Subdivision, situated in the Southeast Quarter of Section 25, Township 1 South, Range 9 West, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 26, page 25, in the Office of the Chancery Clerk of DeSoto County, Mississippi, and being more particularly described as follows:

Begin at a ½" rebar set at the northwest corner of the aforesaid Lot 1 and run North 89°19'08" East along the north line of said Lot 1 for 302.26 feet to the west right of way line of Highway 301; thence run South 00°40'52" East along said right of way line for 106.28 feet; thence, continuing along said right of way line, run South 44°20'34" West for 189.27 feet to the north right of way line of Goodman Road; thence run North 89°39'40" West along said north right of way line for 88.13 feet; thence, continuing along said right of way line run South 89°28'20" West for 80.67 feet to the west line of the aforesaid Lot 1; thence, leaving said right of way line, run North 00°34'52" West along said west line for 238.27 feet back to the point of beginning.

Parcel B:

Ingress and Egress for pedestrian and vehicular passage over and across that certain Shared Access Easement Area created pursuant to that certain Reciprocal Ingress/Egress Easement dated June 7, 2007, and recorded September 11, 2007, in Deed Book 568, page 276, in the Office of the Chancery Clerk of DeSoto County, Mississippi which affects Lot 2, Lake Forest Commercial Subdivision, situated in Section 25, Township 1 South, Range 9 West, DeSoto County, Mississippi, being described as follows:

in Plat Book 26, Page 25

Commencing at a concrete Right of Way monument found at the Southeast corner of Lot 1 of The DDT Partnership and run thence North 30°02'18" East for a distance of 266.49 feet to a point said to be the point of beginning; thence South 89°19'35" West for a distance of 16 feet to a point; thence North 86°38'30" West for a distance of 85.17 feet to a point; thence South 89°19'6" West for a distance of 165.25 feet to a point; thence South 00°33'25" East for a distance of 152.33 feet to a point; thence South 08°10'39" East for a distance of 45.39 feet to a point; thence South 00°34'52" East for a distance of 31.76 feet to a point; thence along the arc of a curve having a radius of 30 feet, an arc length of 4.31 feet, being subtended by a chord bearing of South 04°41'34" East for a chord distance of 4.3 feet to a point; thence South 89°28'20" West for a distance of 36.7 feet to a point; thence along the arc of a curve having a radius of 30 feet, an arc length of 4.52 feet, being

subtended by a chord bearing of North 04°18'488" East for a chord distance of 4.51 feet to a point; thence North 00°34'39" West for a distance of 24.02 feet to a point; thence along the arc of a curve having a radius of 7.5 feet, an arc length of 10.27 feet, being subtended by a chord bearing of North 39°48'46" West for a chord distance of 9.49 feet to a point; thence North 00°34'52" West for a distance of 25.3 feet to a point; thence along the arc of a curve having a radius of 7.5 feet, an arc length of 10.27 feet, being subtended by a chord bearing of North 38°39'01" East for a chord distance of 9.49 feet to a point; thence North 00°34'52" West for a distance of 194.83 feet to a point; thence North 89°19'53" East for a distance of 296.22 feet to a point; thence South 00°40'52" East for a distance of 36.00 feet to a point, said point being the point of beginning.

Parcel C:

A perpetual, non-exclusive easement appurtenant to Parcel A for the operation, maintenance, repair and replacement of certain signage described in that certain Reciprocal Ingress/Egress and Signage Easement dated June 7, 2007, and recorded September 11, 2007, in Deed Book 568, page 276, in the Office of the Chancery Clerk of DeSoto County, Mississippi (the "Signage Easement").

Parcel D:

A non-exclusive easement appurtenant to Parcel A for the purpose of installing, maintaining, repairing and replacing any underground electrical utilities necessary to operate the Signage Easement described above in Parcel C.

SCHEDULE A

Effective Date: September 5, 2008

Tenant: Mississippi CVS Pharmacy, L.L.C., a Mississippi limited liability company

Landlord: CP Portfolio 2008, LLC, a Delaware limited liability company

Lease: That certain Lease, dated as of the Effective Date, by and between Landlord and Tenant

Notice Addresses:

If to Lender: The PrivateBank and Trust Company
70 West Madison Street
Suite 200
Chicago, Illinois 60602
Attention: Maria K. Alexakis

with a copy to: Seyfarth Shaw LLP
131 South Dearborn Street
Suite 2400
Chicago, Illinois 60603
Attention: Alvin L. Kruse

If to Landlord: c/o Mesirow Realty Sale-Leaseback, Inc.
321 N. Clark Street, 13th Floor
Chicago, IL 60654
Attention: Senior Managing Director

with a copy to: Goldberg Kohn
Suite 3300
55 East Monroe Street
Chicago, IL 60603
Attention: Stephen B. Bell

If to Tenant: One CVS Drive
Woonsocket, Rhode Island 02895
Attention: Property Administration
Department, Store No. 3426

with a copy to: One CVS Drive
Woonsocket, Rhode Island 02895
Attention : Michael B. Nulman, Esq.

And a copy to: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, Massachusetts 02111
Attention: Andrew R. Urban, Esq.