

Prepared by, and after recording return to:
Keith H. Mullen, Esq.
Winstead PC
5400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270-2199

10/08/09 3:54:53
OK P BK 134 PG 290
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT ("Agreement") is made and entered into as of the 30TH day of September, 2009, by and between the affiliate of TRANSAMERICA LIFE INSURANCE COMPANY, an Iowa corporation, as lender ("Lender"), and MISSISSIPPI CVS PHARMACY, L.L.C., a Mississippi limited liability company ("Tenant").

WHEREAS, Lender intends to fund a commercial mortgage loan (the "Loan") to SCP 2009-C33A-003 LLC, a Delaware limited liability company ("Landlord") secured by a mortgage, deed of trust or other security instrument (the "Mortgage") on the land described on Exhibit "A," together with present or future improvements (the "Real Property"); and

WHEREAS, by a certain lease between Landlord and Tenant dated as of September 22, 2009 (together with all amendments, options, extensions and renewals, the "Lease"), Landlord has demised to Tenant all or a portion of the Real Property and a Memorandum of the Lease has been recorded in the land records of DeSoto County, State of Mississippi, in Deed Book P 134, Page 284; and

WHEREAS, as a condition of the Loan's funding, Landlord will assign its interest in the Lease to Lender as part of Lender's security; and

WHEREAS, the Tenant's execution and delivery of this Agreement and of an estoppel certificate providing the Lender with current information on the status of the Lease (the "Estoppel") are conditions precedent to Lender's obligation to fund the Loan; and

WHEREAS, Tenant desires to enter into this Agreement in order to benefit from the promises by Lender that are set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the parties agree as follows:

1. If, upon the closing of the Loan, the Lease would not by its terms be subordinate to the lien of Lender on the Real Property, Tenant so subordinates the Lease.
2. The Tenant consents to the assignment of the Lease to Lender in support of the Loan.
3. If Landlord defaults under the Lease and, upon notice, fails to cure its default within the cure period provided under the Lease, Tenant will notify Lender of the default and afford Lender a

Subordination Agreement - Page 1
CVS Store No. 8954, Olive Branch, Mississippi
AEGON Loan No. 90118

After Recording, Return to.
Baskin, McCarroll, McCaskill, Aldridge
& Campbell, PA
PO Box 190
Southaven, MS 38671
(662) 349-0664

File No: 909089 Initials: _____ 7

Baskin

reasonable opportunity to cure it before terminating the Lease or exercising any self-help rights from which a right of setoff would arise.

4. If Lender forecloses the Loan or acquires title to the Real Property by deed in lieu of foreclosure, the following terms and conditions will govern the respective rights and obligations of Tenant and Lender or other new owner of the Real Property (in either case, the "New Owner"):
- (a) Unless either (1) the Tenant shall be in default under the terms of the Lease and the Landlord shall have the right to terminate the Lease under its terms, or (2) the Tenant, at the time of foreclosure, directly or indirectly controls, is controlled by or is under common control with the Landlord, the New Owner shall not name the Tenant in any action to foreclose the Mortgage or otherwise disturb the Tenant's quiet enjoyment and possession of its demised premises for so long as Tenant continues to perform its obligations under the Lease.
 - (b) The New Owner shall not be bound by any purchase option contained in the Lease and the right of first refusal shall not apply to a foreclosure or deed-in-lieu of foreclosure.
 - (c) The New Owner shall not assume any of Landlord's liabilities to the Tenant under indemnification or hold harmless agreements in the Lease or in respect of damages caused by any Landlord default, act or omission, to the extent that such liabilities arise from any Landlord default, act or omission occurring prior to the date New Owner acquires title to the Real Property, provided, however, that, to the extent the Lease obligates the Landlord to maintain the Real Property in good repair, the New Owner shall make the repairs of which the Lender shall have received the notice required under Section 3.
 - (d) Following its acquisition of title, the New Owner's liability to the Tenant shall never exceed the value of the New Owner's interest in the Real Property.
 - (e) Subject to the other terms of this Agreement, Tenant will, upon notice of the transfer, attorn to the New Owner and shall recognize the New Owner as the Landlord under the Lease from the time of transfer of the Real Property forward, and the Lease shall remain in force as a direct Lease between the New Owner and the Tenant.
 - (f) The New Owner will not be bound by any modification of the Lease made without Lender's consent.
 - (g) The New Owner will not be bound by any rent paid more than one month in advance unless it actually receives it, or unless Lender has consented to the advance payment in writing.
 - (h) In respect of security or other lease deposits it receives, the New Owner shall be bound under the terms of the Lease.
 - (i) The New Owner will be bound by offset rights under the Lease that have arisen through the Tenant's exercise of its rights to cure Landlord defaults, but only if the Tenant has performed its obligations under Section 3 of this Agreement and the default has remained uncured.
5. Legal Description. If no legal description of the Real Property is attached at the time of Tenant's execution of this Agreement, Tenant hereby authorizes both Landlord and Lender, individually, to attach the correct legal description.

6. No Modification. No modification of this Agreement shall be valid unless in writing and executed by the party against whom enforcement is sought.
7. Notices. Any notice under this Agreement may be delivered by hand or sent by commercial delivery service or United States Postal Service express mail, in either case for overnight delivery with proof of receipt, or sent by certified mail, return receipt requested, to the following addresses:
 - To Tenant Mississippi CVS Pharmacy, L.L.C.
c/o CVS Pharmacy, Inc.
One CVS Drive
Woonsocket, Rhode Island 02895
ATTN: Property Administration Department
 - To Lender Transamerica Life Insurance Company
Director, Mortgage Loan Servicing
AEGON USA Realty Advisors, Inc.
4333 Edgewood Road NE
Cedar Rapids, Iowa 52499-5443The notice shall be deemed to have been given on the date it was actually received.
8. Estoppel Certificate. The Tenant shall, within fifteen (15) business days of its receipt of written request from the Lender, deliver to the Lender an estoppel certificate in the form delivered in connection with the closing of the Loan.
9. Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of, the parties' successors and assigns.
10. Counterparts. This Agreement may be executed and delivered in counterparts for the convenience of the parties.
11. Merger. This Agreement represents the entire, final agreement between the parties relating to its subject matter, supersedes all prior agreements and understandings, written or oral, and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

MISSISSIPPI CVS PHARMACY, L.L.C.

By: [Signature]
Robert T. Marcello, Vice President

Date: September 24, 2009

ACKNOWLEDGMENT

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

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of September, 2009, within my jurisdiction, the within named Robert T. Marcello, who acknowledged to me that he is the Vice President of MISSISSIPPI CVS PHARMACY, L.L.C., a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument after first having been duly authorized by said limited liability company so to do.

[Signature]
Notary Public

My commission expires:
6-22-2011

Dawn M Allard
Notary Public
State of Rhode Island
My Commission Expires 06/22/2011



Lender: Transamerica Life Insurance Company
Name: Maureen DeWald
Title: Maureen DeWald
Date: Vice President

ACKNOWLEDGMENT

STATE OF Iowa)

SS:

JD

COUNTY OF Linn)

ON THIS 28th day of Sept, 2009, before me, the subscriber, personally appeared Maureen DeWald, to me known, who being by me duly sworn, did depose and say that she/he is Vice Pres. of TRANSAMERICA LIFE INSURANCE COMPANY, the corporation described in and which executed the within instrument; that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that she/he signed her/his name thereto by like order as the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Teri R Craven
Notary Public



EXHIBIT A
(to Subordination Agreement)
LEGAL DESCRIPTION OF PROPERTY

Subordination Agreement – Page 6
CVS Store No. 8954, Olive Branch, Mississippi
AEGON Loan No. 90118
Dallas_1\5425614\2
203-196 9/23/2009

EXHIBIT A

LEGAL DESCRIPTION

All that certain piece or parcel of land described as Lot 1, 1st Revision, Phase 1, Section B, Professional Village at Crumpler Place, situated in Section 32, Township 1 South, Range 6 West, Olive Branch, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 108, Page 23, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Dallas_1\54158343
203-196 9/29/2009

EXHIBIT A, Legal Description - Solo Page
7363 Goodman Road, Olive Branch, Mississippi
AEGON Loan No. 90118