

me
me

1/21/10 3:16:31
DK P BK 135 PG 650
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Document prepared by:

Burr & Forman LLP
Attention: Norman M. Orr
Suite 3400
420 North 20th Street
Birmingham, Alabama 35203
(205) 458-5142
MS Bar No. 99218

After Recording return to:

Michael A. Shlau
Charles J. Benvenuto, P.C.
2901 Butterfield Road
Oak Brook, Illinois 60523

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

File No: 910013 Initials: _____

To the Chancery Clerk of DeSoto County, Mississippi: Indexing Instructions for the real property described herein are as follows: Section 25, Township 1S, Range 9W, DeSoto County, Mississippi. Lots 1 and 2, Lake Forest Commercial Subdivision, Plat Book 26, Page 25.

ASSIGNMENT AND ASSUMPTION OF LEASE AND GUARANTY

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND GUARANTY, dated as of January 9, 2010, is entered into by and between CP PORTFOLIO 2008, LLC, a Delaware limited liability company whose address is 353 North Clark Street, Chicago, Illinois 60654, telephone number (312) 595-6000 ("**Assignor**"), and PHARMACY PORTFOLIO DST, a Delaware statutory trust, whose address is 2901 Butterfield Road, Oak Brook, Illinois 60523 telephone number (630) 218-8000 ("**Assignee**"), with respect to the following facts:

RECITALS

A. Assignor is the current landlord under that certain Lease dated as of September 5, 2008 (the "**Lease**") between Assignor, as landlord, and Mississippi CVS Pharmacy, L.L.C. ("**Tenant**"), as tenant, for the premises located on the property described on **Exhibit A** attached hereto. The Lease is guarantied by CVS Caremark Corporation, a

7

Delaware corporation, pursuant to a Guaranty dated as of September 5, 2008 (the "**Guaranty**").

B. Assignor desires to assign its interest as landlord in the Lease, and as the beneficiary of the Guaranty, to Assignee, and Assignee desires to accept the assignment thereof and assume all obligations under the Lease and the Guaranty on the terms and conditions herein contained.

COVENANTS

NOW, THEREFORE, in consideration of the promises and conditions contained herein, the parties hereby agree as follows:

1. Assignment of Lease and Guaranty. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Lease and the Guaranty.

2. Assumption. Assignee hereby assumes and agrees to perform all of the obligations of Landlord under the Lease and the Guaranty arising from and after the date hereof.

3. Indemnification. Assignor agrees to indemnify and hold Assignee harmless from and against losses incurred by Assignee as a result of claims brought against Assignee, as Assignor's successor-in-interest to the Lease, relating to causes of action arising from any failure by Assignor to perform or discharge its obligations as the landlord under the Lease prior to the date hereof, or any acts of Assignor in connection with the Project prior to the date hereof which are not otherwise the responsibility of Tenant under the Lease. Assignee agrees to indemnify and hold Assignor harmless from and against losses incurred by Assignor as a result of claims brought against Assignor, as Assignee's predecessor-in-interest to the Lease, relating to causes of action arising from any failure by Assignee to perform or discharge its obligations as the landlord under the Lease from and after the date hereof, or any acts of Assignee in connection with the Project after the date hereof which are not otherwise the responsibility of Tenant under the Lease.

4. Reservation of Rights. Notwithstanding this Assignment, Assignor shall retain its rights, as landlord under the Lease prior to the date of this Assignment, of indemnification and defense against Tenant under the Lease and Guarantor under the Guaranty. Assignee shall reasonably cooperate with Assignor in enforcing such retained rights from time to time.

5. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Mississippi.

7. Cooperation. Assignor hereby agrees to cooperate (without cost, expense or liability to Assignor) with Assignee in executing any further documents which may be required or necessary in connection with effectuating the intent of this Assignment.

(end of page)

ASSIGNEE:

PHARMACY PORTFOLIO DST,
a Delaware statutory trust

By: PHARMACY PORTFOLIO EXCHANGE,
L.L.C., a Delaware limited liability company, as
Signatory Trustee

By: INLAND REAL ESTATE EXCHANGE
CORPORATION, a Delaware corporation, its
sole member

By: Matthew Bigam
Name: Matthew Bigam
Its: Vice President

STATE OF Illinois)
COUNTY OF DuPage) SS

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 7 day of Jan, 2010, within my jurisdiction, the within named Matthew Bigam, who acknowledged that he/she is the Vice Pres of Inland Real Estate Exchange Corporation, which corporation is the sole member of Pharmacy Portfolio Exchange, L.L.C., which company is the Signatory Trustee of PHARMACY PORTFOLIO DST, a Delaware statutory trust, and that for and on behalf of said corporation as the sole member of said limited liability company, as the Signatory Trustee of said statutory trust, and as the act and deed said statutory trust, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation, said limited liability company and said statutory trust so to do.

Witness my hand and official seal, this 7 day of Jan, 2010.

Rose Marie Allred
NOTARY PUBLIC

Print Name:



[SEAL]

My Commission Expires: _____

**EXHIBIT A
LEGAL DESCRIPTION**

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:

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.