

MS

11/10/10 2:46:00
DK P BK 141 PG 124
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

THIS DOCUMENT PREPARED BY
AND WHEN RECORDED RETURN TO:

STANCORP MORTGAGE INVESTORS, LLC
19225 NW TANASBOURNE DRIVE
HILLSBORO, OR 97124

INDEXING INSTRUCTIONS:

Lot 1, BLSC Subdivision,
DeSoto County, Mississippi
Sec 13 Township 1, Range 8
PB 70 pg 7

ATTN: COMPLIANCE, T3A
SIC Loan No. **B0061711**

SUBORDINATION, NONDISTURBANCE, AND
ATTORNMEN T AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR INTERESTS IN THE PROPERTY BECOMING SUBJECT TO AND OF A LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT is dated as of **October 14, 2010**.

Recitals

A. The Lessor, **Stateline Road West Center, LLC**, a Georgia limited liability company, and the undersigned Lessee are parties to a lease dated **April 21, 2010** ("the Lease"), which lease covers part or all of the real property (the "Property") described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof for legal description.

B. **Standard Insurance Company, an Oregon corporation** ("Lender") has agreed to make or purchase a loan to Lessor, evidenced by a promissory note, dated **October 14, 2010**, and secured by a Deed of Trust or Mortgage of even date (the "Deed of Trust") on the Property and by such other security instruments as Lender may require (the "Security Instruments").

C. As a condition precedent to Lender's disbursement of loan proceeds, Lender has required

9

that Lessee subordinate the Lease and Lessee's interest in the Property in all respects to the lien of the Deed of Trust, which will be recorded in the county in which the Property is located, and to the lien of the Security Instruments, if any, securing Lender's other interests in the Property.

D. Lender is disbursing the loan proceeds in reliance upon the agreements contained in this instrument.

E. In return for the subordination, Lender is agreeable to not disturbing Lessee's possession of the Property under the Lease.

Agreement

NOW, THEREFORE, in order to induce Lender to make or purchase the loan to Lessor, and in consideration of the promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lessee, it is hereby agreed as follows:

1. **Subordination.** The Lease, including but not limited to any rights of first refusal and/or purchase options contained therein, and Lessee's leasehold estate and any other interests created thereby and any renewals, extensions, amendments or modifications thereof, shall be and are completely and unconditionally subject and subordinate to the lien of the Deed of Trust and to the liens of the Security Instruments, if any, and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof.

2. **Reliance By Lender.** The undersigned are executing this instrument in order to induce Lender to disburse the loan proceeds secured by the Deed of Trust, and the undersigned agree that the disbursement by Lender of all or any part of the loan proceeds shall constitute conclusive reliance by Lender upon this instrument and the provisions hereof and the subordination affected hereby.

3. **Tenant Not To Be Disturbed.** So long as Lessee is not in default (beyond any period given Lessee to cure such default) in the payment of rent or additional rent or in the performance of any of the other terms, covenants or conditions of the Lease on Lessee's part to be performed, Lessee's possession of the Property under the Lease and Lessee's rights and privileges under the Lease, including but not limited to any rights of first refusal and/or purchase options contained therein, or any extensions or renewals thereof which may be affected in accordance with any renewal rights therefor in the Lease, shall not be diminished or interfered with by Lender, and Lessee's occupancy of the Property shall not be disturbed by Lender for any reason whatsoever during the term of the Lease or any such extensions or renewals thereof.

4. **Lessee Not To Be Joined In Foreclosure.** So long as Lessee is not in default (beyond any period given Lessee to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Lessee's part to be performed, Lender will not join Lessee as a defendant in any action or proceeding foreclosing the Deed of Trust unless such joinder is necessary to foreclose the Deed of Trust and then only for such purpose and not for the purpose of terminating the Lease.

5. **Lessee To Attorn To Lender.** If the interests of Lessor shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by Lender in lieu of or pursuant to a foreclosure, or by any other manner, and Lender succeeds to the interest of the Lessor under the Lease, Lessee shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the Lessor under the Lease, and Lessee does hereby attorn to Lender as its Lessor, said attornment to be effective upon Lender succeeding to the interest of the Lessor under the Lease without the execution of any further instrument, provided that Lessee shall be under no obligation to pay rent to Lender until Lessee receives written notice from Lender that it has succeeded to the interest of the Lessor under the Lease. The respective rights and obligations of Lessee and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth therein; it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth herein.

6. **Exercise of Rights Under Loan Documents Not Lease Default.** The undersigned represents to Lender that the exercise by Lender of its rights and remedies under the Deed of Trust, under the Security Instruments or under the note secured thereby, including without limitation its rights of foreclosure, shall not constitute an event of default under the Lease.

7. **Lender Not Bound By Certain Acts of Lessor.** If Lender succeeds to the interests of Lessor under the Lease, Lender will not be (a) liable for any act or omission of any prior lessor (including Lessor), (b) subject to any offsets or defenses which Lessee might have against any prior lessor (including Lessor), (c) bound by any rent or additional rent which Lessee might have paid for more than the then current installment, or (d) bound by any Lease termination or cancellation or any material amendment or modification of the Lease made without its consent, or (e) liable for any security or other deposits which were paid by Lessee, or any predecessor in interest to Lessee, to any Lessor, and which were not received by Lender. For purposes of this paragraph, the term "material" refers to changes that would increase Lessor's

obligations under the Lease or decrease Lessee's obligations under the Lease, whether financial or otherwise.

8. **Waiver.** Without limiting the generality of the foregoing, Lessee waives presentment, demand, protest, and notice and agrees that Lender, without notice to or consent of Lessee, upon such terms as Lender may deem advisable, without releasing or discharging Lessee from this Subordination Agreement or affecting the lien or priority of the Deed of Trust, may:

- (a) extend, in whole or in part, by renewal or otherwise, the time of payment or performance of any obligation secured by the Deed of Trust;
- (b) release, surrender, exchange, or modify any obligation secured by the Deed of Trust, or any security for such obligation; and/or
- (c) settle or compromise any claim with respect to any obligation secured by the Deed of Trust or any claim against any person who has given security for any such obligation.

9. **Successors and Assigns.** This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon the parties hereto and their heirs, executors, administrators, representatives, successors and assigns, including without limitation each and every lessee and lessor under the Lease or any other person having an interest therein and shall inure to the benefit of Lender and its successors and assigns.

10. **Choice of Law.** The law of the state in which the Property is located shall govern the validity, interpretation, construction, and performance of this Agreement. The parties hereto irrevocably submit to the jurisdiction of any state or federal court in the State where the Property is located in any action or proceeding brought to enforce or otherwise arising out of or relating to this Agreement, and waive any claim that such forum is an inconvenient forum.

11. **Captions and Headings.** The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

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12. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be delivered by hand, or mailed by first class registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Lender:
Standard Insurance Company
Attn: Mortgage Loan Servicing T3A
19225 NW Tanasbourne Drive
Hillsboro, OR 97124

If to Lessee:
Stateline Road W, Inc.
38 Stateline Road W
Memphis, TN 38671

Changes in the respective addresses to which such notices shall be directed may be made from time to time by either party by notice to the other party given at least ten (10) days before such change of address is to become effective. Notices given by mail in accordance with this provision shall be deemed to have been given three (3) days after the date of dispatch; notices given by any other means shall be deemed to have been given when received.

13. **Severability.** In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE UNDERSIGNED CONSULT WITH ITS ATTORNEYS WITH RESPECT THERETO.

LESSEE
Stateline Road W, Inc.,
a Mississippi corporation

By: Asma
Asma Banu, President

Haroon Anwar (SEAL)
Haroon Anwar

**NOTARY ACKNOWLEDGMENTS TO BE ATTACHED
IN ACCORDANCE WITH STATE LAW.**

STATE OF GEORGIA
COUNTY OF Gwinnett

Personally appeared before me, the undersigned authority at law, in and for the jurisdiction aforesaid, the within named Asma Banu, who acknowledged that she is the President of Stateline Road W, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed she executed the foregoing instrument, after first having been duly authorized by said corporation to do so.

Given under my hand and seal of office, on this the 29 day of October, 2010.

Scott A. Moon
Notary Public

My Commission Expires: 6/1/13



STATE OF GEORGIA
COUNTY OF GWINNETT

Personally appeared before me, the undersigned authority at law, in and for the jurisdiction aforesaid, the within named Haroon Anwar, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed.

Given under my hand and seal of office, on this the 29 day of October, 2010.

Scott A. Moon
Notary Public

My Commission Expires: 6/1/13



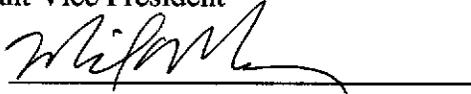
LENDER

Standard Insurance Company,
an Oregon corporation

By: 

MR

Assistant Vice President

Attest By: 

Assistant Vice President

**ACKNOWLEDGMENTS MUST BE ATTACHED IN SIZE AND
FORM AS REQUIRED BY LAW.**

STATE OF OREGON)
) ss:
COUNTY OF WASHINGTON)

On this 3rd day of November, 2010, before me, Rhett A. Rettke, in and for said County and State, personally appeared AMY FRAZEY and MICHAEL MOREY, both to me personally known, who being duly sworn did say that she, the said AMY FRAZEY is the Assistant Vice President, and he, the said MICHAEL MOREY is the Assistant Vice President of STANDARD INSURANCE COMPANY, an Oregon corporation, the within named corporation, and that the seal affixed to said document is the corporate seal of said corporation, and that the said document was signed and sealed in behalf of said corporation by authority of its Board of Directors, and AMY FRAZEY and MICHAEL MOREY acknowledged said document to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



Rhett Rettke

Rhett A. Rettke
Notary Public for Oregon
My Commission Expires: May 11, 2014

EXHIBIT "A"
LOAN NO. B0061711
DATED: October 14, 2010

Being the ExxonMobil Corporation property as recorded in Book 370, Page 65, also being Lot 1 in the BLSC Subdivision situated in Section 13, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi, as per Plat thereof recorded in Plat Book 70, Page 7, in the Office of the Chancery Clerk of DeSoto County, Mississippi. Also being described as a parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 13, Township 1 South, Range 8 West, DeSoto County, Mississippi, more particularly described as follows:

Beginning at a point in the Northerly right of way line of Stateline Road West (public paved road-106 feet wide, as widened), said point being 24.29 feet Westwardly of its tangent intersection with the Westerly right of way line of Airways Boulevard (public paved road - 106 feet wide, as widened) as measured along said Northerly line; thence North 89 degrees 28 minutes 28 seconds West along said Northerly line of Stateline Road West 158.59 feet to the East line of the Barry G. Bouchillon property recorded in Book 338, Page 575 and the East line of Lot 3 in said BLSC Subdivision, said Lot 3 property belonging to BLSC Southaven, LLC and recorded in Book 353, Page 194 at said Chancery Clerk's Office; thence leaving said Northerly line and along said east lines North 00 degrees 42 minutes 59 seconds East 342.19 feet; thence leaving said East lines and along the South line of said Lot 3 South 89 degrees 28 minutes 30 seconds East 170.26 feet to the said Westerly line of Airways Boulevard; thence South 01 degrees 23 minutes 47 seconds East along said Westerly line 307.62 feet to an angle point in the right of way line; thence South 34 degrees 10 minutes 30 seconds West along said right of way line 41.74 feet to the Point of Beginning. Containing 60,000 square feet or 1.3774 acres, more or less. Subject to any easements, reservations, restrictions or right's-of-way of record or fact.