

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE dated as of this 23rd day of August 1999, by and between WESTCO DEVELOPMENT #26 L.L.C., a Tennessee limited liability company, having an address of 3930 Vantech, Suite 6, Memphis, Tennessee 38115 (the "Landlord"), successor-in-interest to Weston Retail Properties, Inc., a Delaware corporation ("Weston"), the original lessor under the Lease (hereinafter defined), and OFFICEMAX, INC., an Ohio corporation, having its principal office at 3605 Warrensville Center Road, Shaker Heights, Ohio 44122 ("Tenant").

WITNESSETH:

That in consideration of the rents, covenants, and conditions more particularly set forth in a certain lease between Weston and Tenant dated March 12, 1999 (the "Lease") (which Lease was subsequently assigned by Weston to Landlord), Landlord and Tenant do hereby covenant, promise and agree as follows:

1. **Demised Premises.** Landlord does demise unto Tenant and Tenant does take from Landlord, for the Term (as hereinafter defined), the following property: (a) a portion of a one-story building consisting of approximately 23,500 square feet (the "Demised Premises") located in the shopping center commonly known as DeSoto Crossing (the "Shopping Center") located at the intersection of Interstate 55 and Goodman Road in Horn Lake, Mississippi (which Shopping Center is more particularly described on EXHIBIT A, attached hereto and made a part hereof), and (b) a nonexclusive easement and right to use all facilities erected or serving the Shopping Center and intended for public or common use, including but not limited to, all entrances, exits, driveways, service drives and parking areas in accordance with all easements, covenants and restrictions applicable thereto. The Demised Premises are located on a portion of the tract of land owned by Landlord as more particularly described on EXHIBIT B, attached hereto and made a part hereof (the "Landlord's Tract").

The exterior walls and roof of the Demised Premises and the area beneath the Demised Premises are not demised hereunder.

2. **Use.** Subject to the Permitted Exceptions (as defined in the Lease), the Demised Premises may be used for any lawful purpose that does not conflict with any exclusive use provision of any lease of any tenant or occupant of the Shopping Center as of the date Tenant opens for business in the Demised Premises.

3. **Term.** The Term shall commence upon the earlier of (a) the Date of Occupancy, or (b) the date Tenant shall open for business in the Demised Premises. The Lease shall terminate on the date which is fifteen years after the last day of the month in which the Rent Commencement Date occurs; provided, that Tenant shall have three (3) successive options to extend the Term of the Lease for an additional period of five (5) years on each such option, each such extended Term to begin, respectively, upon the expiration of the Term of the Lease or of the Lease as extended.

4. **Exclusive Use.** During the Term (including any renewal or extended term) no portion of the Landlord's Tract of which the Demised Premises are a part shall be used except strictly in accordance with the terms and conditions set forth on EXHIBIT C, attached hereto and made a part hereof. The Shopping Center and Landlord's Tract are subject to the Reciprocal Easement Agreement dated September 15, 1994, and recorded in the Office of the Chancery Clerk in Book 67, page 642 in DeSoto County, Mississippi, as subsequently amended by First Amendment to Reciprocal Easement Agreement dated February 12, 1996, and recorded in Book 71, page 240 in DeSoto County, Mississippi, and by Second Amendment to Reciprocal Easement Agreement dated January 12, 1998, and recorded in

Book 328, page 92 and re-recorded in Book 332, page 532 in DeSoto County, Mississippi (collectively, the "REA"); and the Declaration of Protective Covenants and Reciprocal Easements for DeSoto Crossing Shopping Center Horn Lake, Mississippi dated December 31, 1992, and recorded in the Office of the Chancery Clerk in Book 272, Page 116 in DeSoto County, Mississippi, as subsequently amended by First Amendment to Declaration of Protective Covenants and Reciprocal Easements for DeSoto Crossing Shopping Center, Horn Lake, Mississippi dated December 21, 1995, and recorded in Book 294, Page 449 in DeSoto County, Mississippi, by Second Amendment to Declaration of Protective Covenants and Reciprocal Easements for DeSoto Crossing Shopping Center, Horn Lake, Mississippi dated December 1, 1996, and recorded in Book 313, Page 372 in DeSoto County, Mississippi, and by Third Amendment to Declaration of Protective Covenants and Reciprocal Easements for DeSoto Crossing Shopping Center, Horn Lake, Mississippi dated January 12, 1998, and recorded in Book 328, Page 111 in DeSoto County, Mississippi (collectively, the "Declaration"). The REA and the Declaration shall be deemed covenants running with the land and shall bind and burden the Shopping Center and Landlord's Tract and shall inure to the benefit of the Demised Premises and Tenant for the term of the Lease (including any renewal or extended term). The Prohibited Uses and Restricted Uses set forth on EXHIBIT C shall be deemed covenants running with the land and shall bind and burden the Landlord's Tract and shall inure to the benefit of the Demised Premises and Tenant for the term of the Lease (including any renewal or extended term).

5. Termination Rights. Under the terms of the Lease, Tenant has the right to terminate the Lease under certain circumstances. Reference should be made to the Lease for these rights and remedies of Tenant and such other rights and remedies as contained in the Lease.

6. Effect of Memorandum. The sole purpose of this instrument is to give notice of the Lease and its terms, covenants and conditions to the same extent as if the Lease were fully set forth herein. This Memorandum shall not modify in any manner the terms, conditions or intent of the Lease and the parties agree that this Memorandum is not intended nor shall it be used to interpret the Lease or determine the intent of the parties under the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the day and year first written.

Witnesses:

LANDLORD:

WESTCO DEVELOPMENT #26 L.L.C., a Tennessee limited liability company

By: Weston Retail Properties, Inc., a Delaware corporation, its Member

By: James G. Herman
James G. Herman, Senior Vice President

By: Westco Development #26, Inc., a Delaware corporation, its Member

By: James G. Herman
James G. Herman, Senior Vice President

Mark Traynor
Print Name: MARK TRAYNOR

Denise Kelsoe
Print Name: DENISE KELSÖE

Mark Traynor
Print Name: MARK TRAYNOR

Denise Kelsoe
Print Name: DENISE KELSÖE

TENANT:

OFFICEMAX, INC., an Ohio corporation

By: Arthur R. Kainz
Arthur R. Kainz, Vice President of Real Estate

Thomas J. Bucinski
Print Name: Thomas J. Bucinski

Amy E. Kellogg
Print Name: Amy E. Kellogg

ACKNOWLEDGMENTS

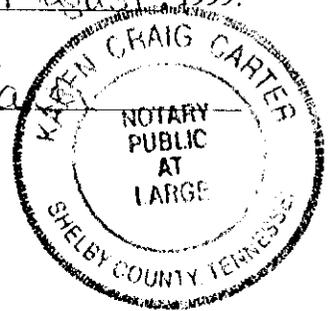
STATE OF TENNESSEE)
)
COUNTY OF SHELBY)

SS:

Personally appeared before me, the undersigned authority in and for the said County and State, on this the 13th day of August, 1999, within my jurisdiction, the within-named JAMES G. HERMAN, who acknowledged that he is the Senior Vice President of WESTON RETAIL PROPERTIES, INC., a Delaware corporation, a Member of WESTCO DEVELOPMENT #26, L.L.C., a Tennessee limited liability company, and that for and in behalf of the said corporation, and as its act and deed in said representative capacity, he executed the above and foregoing instrument, after having been first authorized so to do.

WITNESS my hand and seal of office on this the 13th day of August, 1999.

Karen Craig Carter
Notary Public



My Commission Expires:

10/29/01

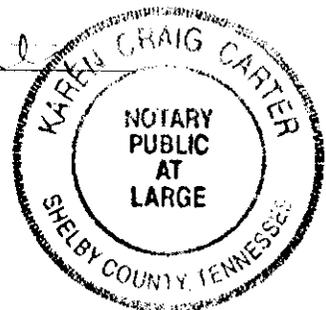
STATE OF TENNESSEE)
)
COUNTY OF SHELBY)

SS:

Personally appeared before me, the undersigned authority in and for the said County and State, on this the 13th day of August, 1999, within my jurisdiction, the within-named JAMES G. HERMAN, who acknowledged that he is the Senior Vice President of WESTCO DEVELOPMENT #26, INC., a Delaware corporation, a Member of WESTCO DEVELOPMENT #26, L.L.C., a Tennessee limited liability company, and that for and in behalf of the said corporation, and as its act and deed in said representative capacity, he executed the above and foregoing instrument, after having been first authorized so to do.

WITNESS my hand and seal of office on this the 13th day of August, 1999.

Karen Craig Carter
Notary Public



My Commission Expires:

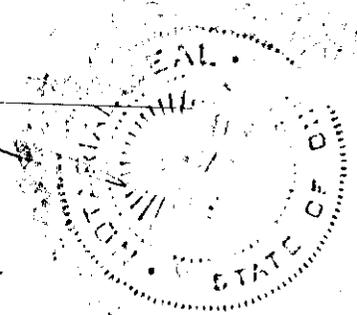
10/29/01

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS:

On this 25th day of August, 1999, before me appeared Arthur R. Kainz, to me personally known, who being duly sworn did say that he is the Vice President of Real Estate of OFFICEMAX, INC., an Ohio corporation, who executed the within and foregoing instrument as such officer by authority of the Board of Directors and acknowledged said instrument to be the free act and deed of said corporation and of him as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio.

Amy E. Kellogg
Notary Public



**DRAFTED BY, AND WHEN RECORDED,
RETURN TO:**

Amy E. Kellogg, Esq.
Baker & Hostetler LLP
3200 National City Center
1900 East Ninth Street
Cleveland, Ohio 44114-3485
(216) 621-0200

AMY E. KELLOGG, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

BEGINNING AT A POINT IN THE CENTERLINE OF INTERSTATE BOULEVARD (80' R.O.W.), 497.40 FEET FROM THE INTERSECTION OF GOODMAN ROAD (R.O.W. VARIES) AND SAID INTERSTATE BOULEVARD AS MEASURED ALONG SAID CENTERLINE, SAID POINT ALSO BEING ON THE NORTH TERMINATION LINE OF SAID INTERSTATE BOULEVARD, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF DESOTO CROSSING SUBDIVISION, PHASE 5, LOT 12; THENCE ALONG THE SOUTH LINE OF SAID LOT 12 $S89^{\circ}24'17''W$ A DISTANCE OF 40.00 FEET TO A POINT, SAID POINT BEING ON THE EAST LINE OF DESOTO CROSSING SUBDIVISION, PHASE 2 (BOOK 48, PAGE 24); THENCE ALONG THE EAST LINE OF SAID PHASE 2, $S00^{\circ}38'20''E$ A DISTANCE OF 193.05 FEET TO THE SOUTHEAST CORNER OF SAID PHASE 2; THENCE ALONG THE SOUTH LINE OF SAID PHASE 2, $S89^{\circ}21'40''W$ A DISTANCE OF 350.00 FEET TO A POINT; THENCE $S00^{\circ}38'20''E$ A DISTANCE OF 244.42 FEET TO A POINT, SAID POINT BEING ON THE NORTH LINE OF SAID GOODMAN ROAD; THENCE ALONG THE NORTH LINE OF SAID GOODMAN ROAD, $N88^{\circ}23'30''W$ A DISTANCE OF 27.09 FEET TO A POINT; THENCE $S89^{\circ}08'02''W$ A DISTANCE OF 31.00 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THE FRANK M. ROBERSON, JR. PROPERTY (BOOK 135, PAGE 385); THENCE LEAVING SAID GOODMAN ROAD, AND ALONG THE EAST LINE OF SAID ROBERSON PROPERTY AND ALONG THE SOUTH LINE OF SAID PHASE 2, $N03^{\circ}36'39''E$ A DISTANCE OF 148.41 FEET TO A POINT; THENCE $N52^{\circ}30'09''W$ A DISTANCE OF 286.00 FEET TO A POINT; THENCE $S89^{\circ}57'21''W$ A DISTANCE OF 52.48 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF PHASE 2, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID ROBERSON PROPERTY, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE DWIGHT SCARBOROUGH PROPERTY (BOOK 135, PAGE 388); THENCE ALONG THE EAST LINE OF SAID SCARBOROUGH PROPERTY AND THE WEST LINE OF SAID PHASE 2 AND A PROJECTION THEREOF, $N00^{\circ}41'00''W$ A DISTANCE OF 684.99 FEET TO A POINT, SAID POINT BEING A WEST CORNER OF DESOTO CROSSING SUBDIVISION, PHASE 5, LOT 12 (PLAT BOOK 59, PAGES 23, 24 AND 25), SAID POINT ALSO BEING AN EAST CORNER OF DESOTO CROSSING SUBDIVISION, PHASE 5, LOT 13 (PLAT BOOK 59, PAGES 23, 24 AND 25); THENCE ALONG SAID WEST LINE OF LOT 12 AND ALONG THE EAST LINE OF SAID LOT 13, $N19^{\circ}17'35''E$ A DISTANCE OF 99.59 FEET TO A POINT; THENCE $N00^{\circ}42'25''W$ A DISTANCE OF 179.46 FEET TO A POINT; THENCE $N89^{\circ}12'35''W$ A DISTANCE OF 29.49 FEET TO A POINT; THENCE $N00^{\circ}47'25''E$ A DISTANCE OF 54.59 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 12,

SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 13, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE I-55-88, 6-2-75, A LIMITED PARTNERSHIP PROPERTY; THENCE ALONG SAID SOUTH LINE OF SAID I-55 PROPERTY AND ALONG THE NORTH LINE OF SAID LOT 12 AND A PROJECTION THEREOF, N73°59'03"E A DISTANCE OF 347.52 FEET TO A POINT; THENCE N71°06'38"E A DISTANCE OF 207.38 FEET TO A POINT; THENCE N72°49'54"E A DISTANCE OF 302.38 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE PUROHIT, INC. PROPERTY (BOOK 313, PAGE 379), SAID POINT ALSO BEING A NORTHEAST CORNER OF DESOTO CROSSING SUBDIVISION, PHASE 5, LOT 11 (PLAT BOOK 59, PAGES 23, 24 AND 25); THENCE ALONG THE WEST LINE OF SAID PUROHIT PROPERTY, AND ALONG THE EAST LINE OF SAID LOT 11, S00°38'20"E A DISTANCE OF 220.20 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF SAID PUROHIT PROPERTY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE HOME DEPOT U.S.A., INC. PROPERTY (BOOK 294, PAGE 462); THENCE ALONG THE SOUTH LINE OF SAID PUROHIT PROPERTY AND ALONG THE NORTH LINE OF SAID HOME DEPOT PROPERTY, N89°21'40"E A DISTANCE OF 716.31 FEET TO A POINT ON A CURVE ON THE WEST LINE OF DESOTO COVE (80' R.O.W.), SAID POINT BEING THE SOUTHEAST CORNER OF SAID PUROHIT PROPERTY, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID HOME DEPOT PROPERTY; THENCE ALONG THE WEST LINE OF SAID DESOTO COVE AND ALONG THE EAST LINE OF SAID HOME DEPOT PROPERTY AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 460.50 FEET AND AN ARC LENGTH OF 95.36 FEET (CHORD = S10°04'21"W - 95.19 FEET) TO A POINT OF TANGENCY; THENCE S16°00'18"W A DISTANCE OF 616.43 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF SAID HOME DEPOT PROPERTY, SAID POINT ALSO BEING AN EAST CORNER OF SAID LOT 11; THENCE LEAVING SAID DESOTO COVE AND ALONG THE SOUTH LINE OF SAID HOME DEPOT PROPERTY AND ALSO ALONG A NORTH LINE OF SAID LOT 11 AND A PROJECTION THEREOF, N73°59'42"W A DISTANCE OF 31.90 FEET TO A POINT; THENCE S89°21'40"W A DISTANCE OF 564.00 FEET TO A POINT; THENCE S00°38'20"E A DISTANCE OF 250.00 FEET TO A POINT, SAID POINT BEING A SOUTH CORNER OF SAID LOT 11; THENCE ALONG THE SOUTH LINE OF SAID LOT 11, S89°24'17"W A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,380,256 SQUARE FEET OR 31.686 ACRES.

Legal Description of Landlord's Tract

BEGINNING AT A POINT IN THE CENTERLINE OF INTERSTATE BOULEVARD (80' R.O.W.), 497.40 FEET FROM THE INTERSECTION OF GOODMAN ROAD (R.O.W. VARIES) AND SAID INTERSTATE BOULEVARD AS MEASURED ALONG SAID CENTERLINE, SAID POINT ALSO BEING ON THE NORTH TERMINATION LINE OF SAID INTERSTATE BOULEVARD, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF DESOTO CROSSING SUBDIVISION, PHASE 5, LOT 12; THENCE ALONG THE EAST LINE OF SAID LOT 12 THE FOLLOWING COURSES: THENCE N00°38'20"W A DISTANCE OF 256.51 FEET TO A POINT; THENCE S89°17'35"W A DISTANCE OF 106.55 FEET TO A POINT; THENCE N00°38'20"W A DISTANCE OF 544.92 FEET TO A POINT; THENCE N89°21'40"E A DISTANCE OF 8.11 FEET TO A POINT; THENCE N00°38'20"W A DISTANCE OF 137.09 FEET TO A POINT; THENCE S89°17'35"W A DISTANCE OF 134.00 FEET TO A POINT; THENCE N00°38'20"W A DISTANCE OF 102.78 FEET TO A POINT SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 12, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE I-55-88, 6-2-75, A LIMITED PARTNERSHIP PROPERTY; THENCE ALONG SAID SOUTH LINE OF SAID I-55 PROPERTY, N71°06'38"E A DISTANCE OF 57.91 FEET TO A POINT; THENCE N72°49'54"E A DISTANCE OF 302.38 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE PUROHIT, INC. PROPERTY (PLAT BOOK 313, PAGE 379); THENCE ALONG THE WEST LINE OF SAID PUROHIT PROPERTY AND A PROJECTION THEREOF S00°38'20"E A DISTANCE OF 574.20 FEET TO A POINT, SAID POINT BEING A WEST CORNER OF THE HOME DEPOT USA, INC PROPERTY (BOOK 294, PAGE 462) THENCE ALONG THE WEST LINE OF SAID HOME DEPOT PROPERTY S89°21'40"W A DISTANCE OF 15.00 FEET TO A POINT; THENCE S00°38'20"E A DISTANCE OF 321.00 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF SAID HOME DEPOT PROPERTY; THENCE S89°21'40"W A DISTANCE OF 57.50 FEET TO A POINT; THENCE S00°38'20"E A DISTANCE OF 250.00 FEET TO A POINT, SAID POINT BEING ON THE SAID NORTH TERMINATION LINE AND ALSO THE EAST LINE OF SAID INTERSTATE BOULEVARD; THENCE ALONG SAID NORTH TERMINATION LINE S89°24'17"W A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 207,774 SQUARE FEET OR 4.770 ACRES.

EXHIBIT C

Prohibited and Restricted Uses

During the initial term of the Lease or during any renewal period thereunder, no portion of Landlord's Tract (excluding the Demised Premises) shall be used:

(a) For the purposes of, or which is permitted to be, the sale of office, home office, school or business products, computers and computer products, office, home office, school or business supplies or equipment; office furniture; or electronics (including by way of example those businesses operated by Office Depot, Staples, Office Shop Warehouse, Mail Boxes, and Workplace), or for use as a copy center or "Kinko" type of operation (all of which are hereinafter referred to as the "Prohibited Uses"), except to the extent permitted by subparagraphs (b) and (c) immediately below; provided, however, that, notwithstanding the foregoing, a consumer electronics superstore in excess of twenty thousand (20,000) square feet such as Circuit City, or a catalogue showroom in excess of fourteen thousand (14,000) square feet such as Service Merchandise, shall be permitted;

(b) For any purpose which would permit more than (i) two thousand (2,000) square feet of space to be used for any Prohibited Uses, or (ii) seven percent (7%) of such user's floor area to be used for purposes of any Prohibited Uses, whichever is less; or

(c) For any purpose which, taken in the aggregate for the entire Landlord's Tract, would permit more than eight thousand (8,000) square feet of space in Landlord's Tract to be used for any of the Prohibited Uses.

In addition, during the initial term of the Lease and during any renewal period thereunder:

(a) No portion of Landlord's Tract located within two hundred fifty linear feet (250') of the demising walls of the Demised Premises shall be used as a restaurant, delicatessen, nightclub or other entertainment facility, bowling alley, arcade, game room, skating rink, billiard room, theater, movie theater, health club or spa, or for commercial purposes (such as medical or office uses), or for any use that requires parking in excess of five (5) spaces for each one thousand (1,000) square feet of leasable floor area;

(b) No outlot (or any portion thereof) within Landlord's Tract shall be used for purposes of any of the Restricted Uses (as hereinafter defined), if such outlot shall have the right to use any of the parking areas located within one hundred feet (100') of the Demised Premises;

(c) No portion of Landlord's Tract shall be occupied or used, directly or indirectly, for a bowling alley, arcade, amusement center, fitness center, game room, skating rink, billiard room, massage parlor, adult book store or any other purpose which includes the display or sale of pornographic or obscene materials or entertainment, off-track betting facility, flea market, bar, liquor store or store selling alcoholic beverages for off premises consumption, tavern, pub, ballroom, dance hall, day care center, discotheque, beauty school, barber college, offices (other than a full service bank office, savings and loan association office, or credit union), place of instruction, reading room or any operation catering primarily to students or trainees rather than to customers; and

(d) No portion of the Shopping Center shall be occupied or used in violation of any prohibitions or restrictions on use contained in any document or instrument listed on EXHIBIT D, attached hereto and made a part hereof.

The restricted uses set forth in (a)-(d) above are hereinafter referred to collectively as the "Restricted Uses".

BOOK 82 PAGE 714

STATE MS. - DESOTO CO.
FILED

SEP 22 1 42 PM '99

EXHIBIT D

Permitted Title Exceptions

BK 82 PG 704
WF FILED CLK.

1. Restrictive Covenant as to use of property filed for record in Book 257, Page 750, in the office of the Chancery Clerk of DeSoto County, Mississippi.
2. 30' MP&L Easement recorded in Book 262, Page 770, in the office of the Chancery Clerk of DeSoto County, Mississippi.
3. 30' MP&L Easement recorded in Book 281, Page 275, in the office of the Chancery Clerk of DeSoto County, Mississippi.
4. Water Easement and Construction Easement recorded in Book 289, Page 33, in the office of the Chancery Clerk of DeSoto County, Mississippi and as shown on the recorded subdivision plat.
5. 30' MP&L Easement recorded in Book 60, Page 235, in the office of the Chancery Clerk of DeSoto County, Mississippi as shown on the recorded plat.
6. 15' utility easement appearing of record in Book 314, Page 440, in said Chancery Clerk's Office.
7. Drainage and Detention Pond Easement dated January 12, 1998, recorded in Deed Book 328, Page 77, in said Chancery Clerk's Office.
8. Declaration (as defined in Article 1 of the Lease).
9. REA (as defined in Article 1 of the Lease).