

RECORDING REQUESTED BY  
Ross Dress For Less, Inc.  
AND WHEN RECORDED MAIL TO:  
Ross Dress For Less, Inc.  
4440 Rosewood Drive PL4 4E 2  
Pleasanton, CA 94588-3050  
Attn.: Kimberly Goto, Esq.  
Real Estate Law Department

PHWA

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**MEMORANDUM OF LEASE**

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1. This Memorandum of Lease is effective upon recordation and is entered into by and between CYPRESS REALTY HOLDING COMPANY-SOUTHAVEN I, LLC, a Mississippi limited liability company ("Landlord"), having its principal place of business at 10215 Hwy 194, Oakland, TN 38060, and ROSS DRESS FOR LESS, INC., a Virginia corporation ("Tenant"), having its principal place of business at 4440 Rosewood Drive, Pleasanton, CA 94588-3050, who agree as follows:

2. By written lease (the "Lease"), Landlord leases to Tenant and Tenant hires from Landlord a portion of the real property located in the City of Southaven, County of DeSoto, State of Mississippi, described in Exhibit A hereto, for a term of approximately ten (10) years which term is subject to extension by Tenant for four (4) additional periods of five (5) years each. The Exhibit A lands are sometimes herein referred to as the "Shopping Center."

3. Landlord has granted Tenant and its authorized representatives and invitees the nonexclusive right to use the Shopping Center common area with others who are entitled to use those areas subject to Landlord's rights as set forth in the Lease.

4. The provisions of the Lease are incorporated into this Memorandum of Lease by reference. The Lease contains the following provision(s):

**"3.2.1. Retail Use.**

(a) General Rule. Tenant has entered into this Lease in reliance upon representations by Landlord that Landlord's Parcel is and shall remain retail in character, and except as provided in Section 3.2.1(b) below, no part of Landlord's Parcel shall be used for office (except as may be incidental to a primarily retail use) or residential purposes or as a theater, auditorium, meeting hall, school, church or other place of public assembly, "flea market," gymnasium, veterinary services (including vaccination clinics), overnight-stay pet facilities, health club, dance hall, billiard or pool hall, massage parlor, video game arcade, bowling alley,

"Southaven"  
DeSoto Crossing  
Southaven, MS  
Store No. 1119

Wyatt Tarantino & Combs  
1715 Aaron Brenner Pl. Ste 800  
Mphs TN 38120

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1 skating rink, car wash, facility for the sale, display, leasing or repair of motor vehicles, night  
 2 club, adult products, adult books or adult audio/video products (which are defined as stores in  
 3 which at least fifteen percent (15%) of the inventory is not available for sale or rental to children  
 4 under fifteen (15) years old because such inventory explicitly deals with or depicts human  
 5 sexuality). No ATM or similar machine shall be permitted in the Shopping Center within one  
 6 hundred (100) feet of the front and side perimeter walls of the Store. Further, no restaurant or  
 7 other high intensity parking user (as hereinafter defined) shall be permitted in Landlord's Parcel  
 8 within one hundred ninety (190) feet of the front and side perimeter walls of the Store. A "high  
 9 intensity parking user" is a tenant or occupant which typically uses more than five (5) parking  
 10 spaces per one thousand (1,000) square feet of Leasable Floor Area or in accordance with local  
 11 governmental regulations.

12 (a) Exceptions to Retail Use. Notwithstanding the provisions of Section  
 13 3.2.1(a) above, the following uses shall be permitted in Landlord's Parcel:

14 (i) Veterinary/Overnight Pet. Veterinary services (including  
 15 vaccination clinics) and overnight-stay pet facilities, provided that such use is: (a) located at least  
 16 one hundred fifty (150) feet from the front and side perimeter walls of the Store, and (b) is  
 17 incidental to a retail pet store operation.

18 (ii) Retail Service Offices. "Retail Service Offices", which are  
 19 defined as offices that are typically found in Shopping Centers such as banks, credit unions, real  
 20 estate agencies, insurance brokers, or travel agencies, shall be permitted in the Shopping Center  
 21 provided that such Retail Service Offices shall: (A) not exceed, in the aggregate, ten percent  
 22 (10%) of the Leasable Floor Area of Landlord's Parcel, and (B) be located at least one hundred  
 23 (100) feet from the Store.

24 (iii) Health Club. One (1) health club shall be permitted in the  
 25 Shopping Center provided that such use: (A) does not exceed two thousand (2,000) square feet of  
 26 Leasable Floor Area, and (B) is located at least two hundred (200) feet from the front and side  
 27 perimeter walls of the Store.

28 (iv) Take-Out Shops. One (1) Deli/sandwich/ice cream/coffee/  
 29 donut or bagel-type take-out only shops (i.e. for off site consumption) (collectively, "Take-Out  
 30 Shops") shall be permitted in the Shopping Center provided that such use: (A) does not exceed  
 31 fifteen hundred (1,500) square feet of Leasable Floor Area, and (B) is located at least fifty (50)  
 32 feet from the front and side perimeter walls of the Store."

33 5. The provisions of the Lease to be performed by Landlord whether to be performed  
 34 at the Tenant's store, or any other portion of the Shopping Center, whether affirmative or  
 35 negative in nature, are intended to and shall bind the Landlord, its successors and assigns at any  
 36 time and shall inure to the benefit of Tenant, its successors and assigns.

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6. This Memorandum of Lease is prepared for the purpose of constructive notice and in no way modifies the provisions of the Lease.

Contents of Memorandum of Lease:

- Paragraphs 1-6
- Exhibit A - Legal Description
  - Part I - Landlord's Parcel
- Exhibit B - Site Plan

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IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of Lease on this 22 day of September, 2006.

**LANDLORD:**  
**CYPRESS REALTY HOLDING COMPANY-SOUTHAVEN I, LLC,**  
**a Mississippi limited liability company**

**TENANT:**  
**ROSS DRESS FOR LESS, INC.,**  
**a Virginia corporation**

By: [Signature]  
Name: DANCE D. FORD  
Its: MANAGER

By: [Signature]  
Name: James Fassio  
Its: Executive Vice President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: [Signature]  
Name: Gregg McGillis  
Its: Group Vice President, Real Estate

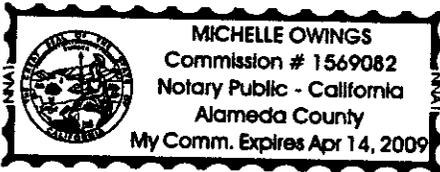
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1 State of California )  
2 ) ss.  
3 County of Alameda )  
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5 On 9/22/06 before me, Michelle Owings,  
6 a Notary Public, personally appeared James Fassio, Executive Vice President and Gregg  
7 McGillis, Group Vice President, Real Estate, personally known to me or proved to me, on the  
8 basis of satisfactory evidence, to be the person(s) whose name(s) ~~is~~ are subscribed to the within  
9 instrument and acknowledged to me that ~~he~~ she/they executed the same in his/her/their  
10 authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s), or  
11 the entity upon behalf of which the person(s) acted, executed the instrument.

12  
13 WITNESS my hand and official seal.  
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15  
16 Michelle Owings  
17 Notary Public  
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20  
21 State of TN )  
22 ) ss.  
23 County of Shelby )  
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25 On September 22, 2006 before me, Helen Bailey, a Notary  
26 Public, personally appeared Price D. Ford, Manager of Cypress Realty Holding Company - Southaven II, LLC,  
27 personally known to me or proved to me, on the basis of satisfactory evidence, to be the  
28 person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
29 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
30 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
31 acted, executed the instrument.

32  
33 WITNESS my hand and official seal.  
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36 Helen Bailey  
37 Notary Public  
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Exhibit A  
Legal Description of the Shopping Center

Parcel 2:

Description of part of the Sheryl Deann Garner Davis and Mimi Michelle Garner Cavagnaro property recorded in Book 266, Page 491 and part of the Ray E. Garner and wife, Jamin M. Garner property recorded in Book 231, Page 768 located in Southwest Quarter of Section 31, Township 1 South, Range 7 West, Southaven, DeSoto County, Mississippi:

Beginning at set 1/2" rebar with plastic cap at the intersection of the east line of Airways Boulevard (106 R.O.W.) and the south line of Lot 7G, Briargate Commercial Subdivision, 5<sup>th</sup> Revision recorded in Plat Book 78, Page 2, said point being located 2662.08 north and 54.08 feet east of a found rebar at the commonly accepted southwest corner of Section 31, Township 1 South, Range 7 West; thence north 89 degrees 58 minutes 23 seconds east with the south line of said Lot 7G recorded in Plat Book 78, Page 2 and the south line of Lot 7B of said subdivision recorded in Plat Book 78, Page 2, 963.14 feet to a found iron pipe in the west line of Lot 2, Elmore Subdivision recorded in Plat Book 22, Page 38; thence south 00 degrees 28 minutes 43 seconds east with the west line of said Lot 2 recorded in Plat Book 22, Page 38, passing a found iron pipe at 725.39 feet and on for a total distance of 729.07 feet to a set 1/2" rebar with plastic cap in the south line of said Lot 2 recorded in Plat Book 22, Page 38; thence south 89 degrees 48 minutes 35 seconds east with the south line of said Lot 2 recorded in Plat Book 22, Page 38, 149.67 feet to a set 1/2" rebar with plastic cap in the west line of the United States of America property recorded in Book 201, Page 481; thence south 00 degrees 28 minutes 43 seconds east across the Ray E. Garner and wife, Jamin M. Garner property recorded in Book 231, Page 768 and the Sheryl Deann Garner Davis and Mimi Michelle Garner Cavagnaro property recorded in Book 266, Page 491, 672.44 feet to a set 1/2" rebar with plastic cap in the north line of a Proposed Road (80' R.O.W.); thence northwestwardly across said property recorded in Book 231, Page 768 and said property recorded in Book 266, Page 491 and with the north line of said Proposed Road the following calls: along a curve to the left having a radius of 990.00 feet, a delta angle of 58 degrees 10 minutes 00 seconds, a chord bearing of north 60 degrees 57 minutes 50 seconds west, a chord distance of 962.44 feet and an arc distance of 1005.05 feet to a point of tangency; south 89 degrees 57 minutes 10 seconds west, 203.57 feet; north 45 degrees 06 minutes 29 seconds west, 39.56 feet to a point in the east line of said Airways Boulevard; thence north 00 degrees 09 minutes 54 seconds west with the east line of said Airways Boulevard, 827.74 feet to the point of beginning and containing 22.583 acres of land more or less.

"Southaven"  
DeSoto Crossing  
Southaven, MS  
Store No. 1119

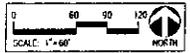
EXHIBIT A  
Page 1 of 2

## Parcel 3:

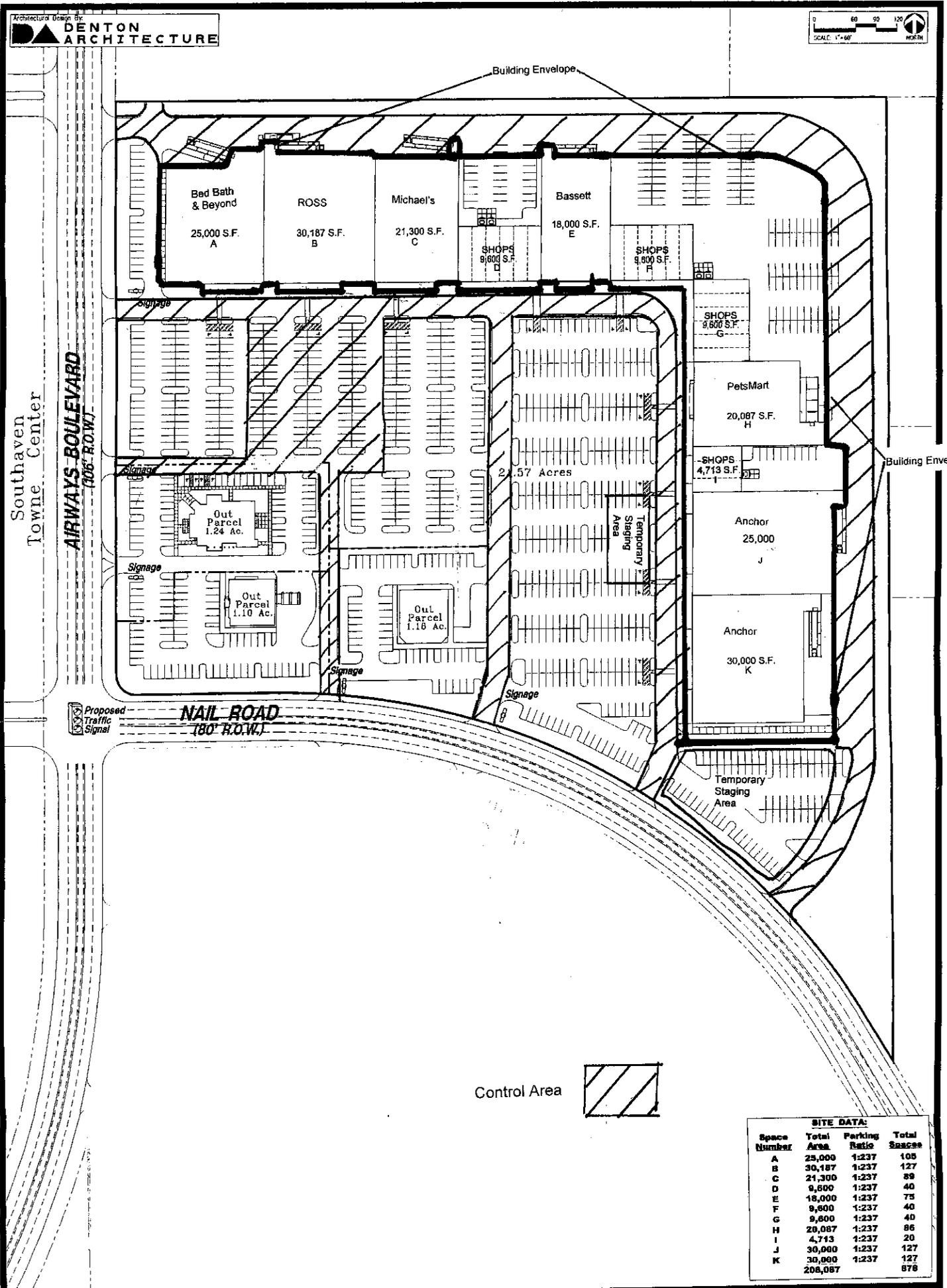
Description of part of Lot 2, Elmore Subdivision recorded in Plat Book 22, Page 38 located in the Southwest Quarter of Section 31, Township 1 South, Range 7 West, Southaven, DeSoto County, Mississippi:

Beginning at a found iron pipe at the intersection of the south line Lot 7B, Briargate Subdivision recorded in Plat Book 78, Page 2 and an east line of the Ray E. Garner and wife, Jamin M. Garner property recorded in Book 231, Page 768 and being located 2662.08 feet north and 1017.22 feet east of a found rebar at the commonly accepted southwest corner of Section 31, Township 1 South, Range 7 West; thence south 89 degrees 48 minutes 35 seconds east with the south line of said Lot 7B recorded in Plat Book 78, Page 2, 149.67 feet to a set 1/2" rebar with plastic cap; thence south 00 degrees 28 minutes 43 seconds east across Lot 2, Elmore Subdivision recorded in Plat Book 22, Page 38 and with the west line of the United States of America property recorded in Book 201, Page 481, 729.06 feet to a set 1/2" rebar with plastic cap in a north line of said property recorded in Book 231, Page 768; thence north 89 degrees 48 minutes 35 seconds west with a north line of said property recorded in Book 231, Page 768, 149.67 feet to a set 1/2" rebar with plastic cap in an east line of said property recorded in Book 231, Page 768; thence north 00 degrees 28 minutes 43 seconds west with an east line of said property recorded in Book 231, Page 768, passing a found iron pipe at 3.68 feet and on for a total distance of 729.07 feet to the point of beginning and containing 2.505 acres of land more or less.

Architectural Design by  
**DENTON ARCHITECTURE**



Building Envelope



SITE DATA:			
Space Number	Total Area	Parking Ratio	Total Spaces
A	25,000	1:237	105
B	30,187	1:237	127
C	21,300	1:237	89
D	9,800	1:237	40
E	18,000	1:237	75
F	9,800	1:237	40
G	9,800	1:237	40
H	20,087	1:237	86
I	4,713	1:237	20
J	30,000	1:237	127
K	30,000	1:237	127
	208,087		878

JUNE 28, 2006

# DESOTO CROSSINGS

SOUTHAVEN, MISSISSIPPI

DEVELOPED BY:  
**Ryan**  
 COMMERCIAL PROPERTIES  
 Commercial Real Estate Services & Development  
 DUBLAND, TENN 37228 PH: 901-447-9024 FAX: 901-445-1288

DEVELOPED BY:  
**Ford Lurie**  
 Commercial Realty Associates  
 700 Colonial Road, Suite 100, Memphis, TN 38117  
 Phone: 901-982-7604

Exhibit B