

After Recording, Return To:  
Baskin, McCarroll, McCaskill & Campbell, PA  
PO Box 190  
Southaven, MS 38671  
(662) 349-0664  
File No: 90719 Initials: JSM

P 2/19/08 3:33:26  
BK 124 PG 403  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

P 2/15/08 3:43:38  
BR 123 PG 636  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

Indexing Instructions: Road Runner 1 Lot Subdivision, Plat Book 31, Page 14; and Lot 2 of the 2nd Revision of the Stansell 3-Lot Subdivision, Plat Book 48, Page 17, all in Section 26, Township 1 South, Range 8 West, DeSoto County, Mississippi.

**MEMORANDUM OF LEASE**

THIS IS A MEMORANDUM OF LEASE by and between SCP 2007-C27-071 LLC, a Delaware limited liability company ("Landlord"), and MISSISSIPPI CVS PHARMACY, L.L.C., a Mississippi limited liability company ("Tenant"). For good and valuable consideration Landlord has demised and let to Tenant, and Tenant has taken and leased from Landlord the premises herein described for the term herein stated, for the rent and upon the terms and conditions of that certain Lease by and between Landlord and Tenant of even date herewith (as the same may hereafter be amended, modified, supplemented or restated, the "Lease") upon the following terms:

Landlord: SCP 2007-C27-071 LLC  
2525 Fairmount Street, Suite 200  
Dallas, Texas 75201  
Attn: Greg Lovasz

Tenant: Mississippi CVS Pharmacy, L.L.C.  
c/o CVS Caremark Corporation  
One CVS Drive  
Woonsocket, Rhode Island 02895

Date of Lease: Dated as of December 10, 2007  
Copies of the Lease are on file in the offices of Landlord and Tenant

Description of Leased Premises: See Exhibit A attached hereto

Date of Commencement of Term: December 20, 2007

Date of Expiration of Term: January 31, 2033

Renewal Options: Tenant has options for up to ten (10) Extension Periods of five (5) years each, as provided in the Lease.

Baskin

6

Right of First

Refusal: Tenant may exercise a right of first refusal during any Extension Period, as provided in the Lease.

Other than the Right of First Refusal, the Lease does not provide an option for Tenant to purchase the Leased Premises. The Lease does not provide for the right of Tenant to expand the Leased Premises.

Notice is hereby given that Landlord shall not be liable for any labor, services or materials furnished or to be furnished to Tenant, or to anyone holding any of the Leased Premises through or under Tenant, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interest of Landlord in and to any of the Leased Premises.

The purpose of this Memorandum of Lease is to give record notice of the Lease and the rights created thereby, all of which are hereby confirmed and this shall not have the effect of in any way amending, modifying, supplementing or abridging the Lease or any of its provisions as the same are now or may hereafter be in force and effect. In the event of any conflict between the provisions of the Lease and this Memorandum of Lease, the provisions of the Lease shall prevail.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease on the dates set forth below, but to be effective as of December 10, 2007.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

PREPARED BY AND AFTER  
RECORDING RETURN TO:  
Lorne O. Liechty, Esq.  
Liechty & McGinnis, P.C.  
7502 Greenville Avenue, Suite 750  
Dallas, Texas 75231  
214/265-0008

Landlord's Address:

2525 Fairmount Street, Suite 200  
Dallas, Texas 75201

Landlord's Phone Number:

Attn: Greg Lovasz  
214/572-2020

Tenant's Address:

c/o CVS Caremark Corporation  
One CVS Drive  
Woonsocket, Rhode Island 02895  
401/770-2533

Tenant's Phone Number:

**LANDLORD'S SIGNATURE PAGE**

Attached to and made a part of Memorandum of Lease dated effective as of December 10, 2007.

Between:

SCP 2007-C27-071 LLC, Landlord

and

MISSISSIPPI CVS PHARMACY, L.L.C., Tenant

Premises:

CVS Store No. 7963

Location: Horn Lake, Mississippi

SCP 2007-C27-071 LLC,  
a Delaware limited liability company

By: [Signature]  
Brett L. Landes, President

December 5, 2007

STATE OF TEXAS

§  
§  
§

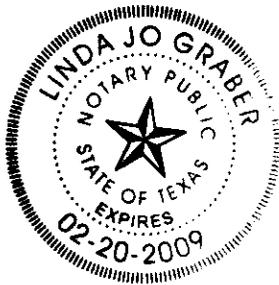
ss.

COUNTY OF DALLAS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5 day of December, 2007, within my jurisdiction, the within named Brett L. Landes, who acknowledged to me that he is the President of SCP 2007-C27-071 LLC, a Delaware 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:  
2-20-2009



**TENANT'S SIGNATURE PAGE**

Attached to and made a part of Memorandum of Lease dated effective as of December 10, 2007.

Between:

SCP 2007-C27-071 LLC, Landlord

and

MISSISSIPPI CVS PHARMACY, L.L.C., Tenant

Premises:

CVS Store No. 7963

Location: Horn Lake, Mississippi

**MISSISSIPPI CVS PHARMACY, L.L.C.,**  
a Mississippi limited liability company

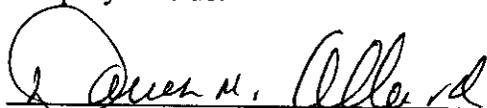
By:   
Robert T. Marcello, Vice President

December 6, 2007

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

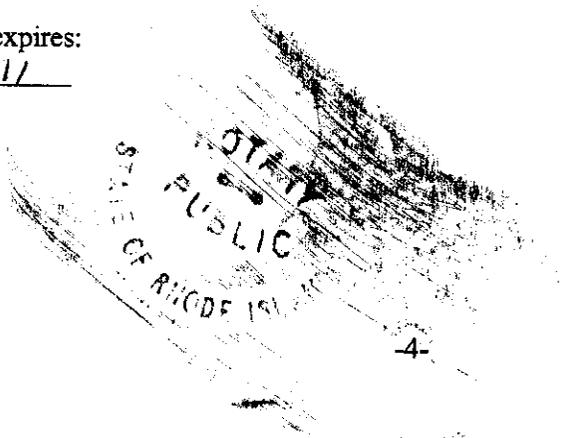
Personally appeared before me, the undersigned authority in and for the said <sup>PM</sup> county and state, on this 6<sup>th</sup> day of December, 2007, within my jurisdiction, the within named Vice President, who acknowledged to me that he is the Vice President of MISSISSIPPI CVS PHARMACY, L.L.C., 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.

\* Robert T. Marcello

  
Notary Public

My commission expires:  
6-22-2011

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



**EXHIBIT A****LEGAL DESCRIPTION**

A 1.71 acre parcel of land located in the Southwest quarter of section 26, Township 1 South, Range 8 West, City of Horn Lake, DeSoto County, MS, and being described as the Road Runner 1 Lot Subdivision, as recorded in the DeSoto County Chancery Clerk's Office in Plat Book 31 at page 14, together with Lot 2 of the 2<sup>nd</sup> Revision of the Stansell 3-Lot Subdivision as recorded in the DeSoto County Chancery Clerk's Office in Plat Book 48 at page 17, said parcel being more particularly described by metes and bounds as follows:

Begin at a ½" rebar found at the southeast corner of the aforesaid Road Runner 1 Lot Subdivision; thence run South 45°43'00" West along the west right of way line of Highway 51 for 241.70 feet to the north right of way line of Goodman Road (Mississippi State Highway No. 302); thence run South 89°41'00" West along said north right of way line for 60.00 feet to the west line of the aforesaid Road Runner 1 Lot Subdivision; thence, leaving said right of way line, run North 01°40'00" East along said west line for 158.37 feet to the south line of Lot 2 of the 2<sup>nd</sup> Revision to the Stansell 3-Lot Subdivision; thence run South 89°41'00" West along said south line for 8.45 feet to the west line of said Lot 2; thence run North 01°40'00" East along said west line for 175.01 feet to the south right of way line of Outback Drive East; thence run North 50°24'05" East along said south right of way line for 86.07 feet; thence, continuing along said south right of way line, run North 89°41'00" East for 171.68 feet to the west right of way line of Highway 51; thence, leaving said south right of way line, run South 01°16'00" West along said west right of way line for 142.92 feet; thence continuing along said right of way line, run on and along the arc of a curve to the left for a distance of 77.10 feet back to the point of beginning, said curve having a radius of 17,248.74 feet, a chord bearing of South 02°16'41" West, a chord length of 77.10 feet, and a central angle of 00°15'20"