

P 9/16/08 4:04:45
BK 128 PG 268
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Joel R. Bloom, Esq.
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111

P 10/06/08 4:15:08
BK 128 PG 581
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

After Recording, Return To:
Baskin, McCarroll, McCaskill & Campbell, PA
PO Box 190
Southaven, MS 38671
(662) 349-0684
File No: 908127 Initials: JRM

Indexing Instructions:

To the Chancery Clerk of De Soto County, Mississippi:

The real property described herein is located in the
_____ of Section 25, Township 1 S, Range 9 W,
De Soto County, Mississippi.
Lots 1 and 2, Lake Forest Commercial Subdivision,
Plat Book 26, Page 25.

MEMORANDUM OF LEASE

THIS IS A MEMORANDUM OF LEASE by and between CP PORTFOLIO 2008, 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: CP PORTFOLIO 2008, LLC
c/o Mesirow Realty Sale-Leaseback, Inc.
321 N. Clark Street, 13th Floor
Chicago, IL 60654
Attention: Garry W. Cohen

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 September 5, 2008
Copies of the Lease are on file in the offices of Landlord and Tenant

Baskin

7

Description
of Leased
Premises: See Exhibit A attached hereto

Date of
Commencement
of Term: September 5, 2008

Date of
Expiration
of Term: January 31, 2034

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

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 as of September 5, 2008.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

LANDLORD'S SIGNATURE PAGE

Attached to and made a part of this Memorandum of Lease dated as of September 5, 2008.

Between:

CP PORTFOLIO 2008, LLC, Landlord

and

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

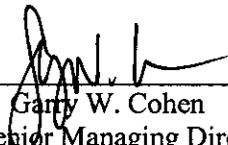
Premises:

CVS Store No. 3426

Location: Walls, Mississippi

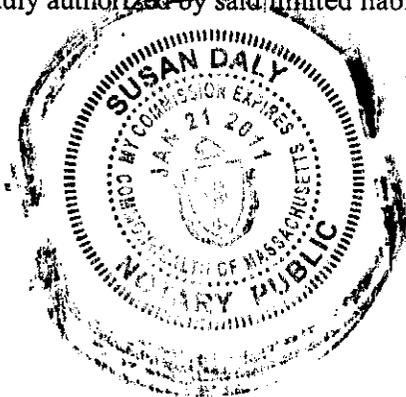
CP PORTFOLIO 2008, LLC,
a Delaware limited liability company

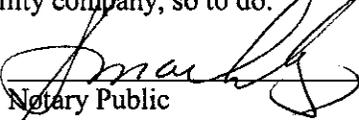
By: **MESIROW REALTY SALE-LEASEBACK,**
INC., an Illinois corporation, its Manager

By: 
Name: Garry W. Cohen
Its: Senior Managing Director

STATE OF Mass)
COUNTY OF Suffolk) SS

Personally appeared before me, the undersigned authority in and for the said county and state on this 4th day of Sept, 2008 within my jurisdiction, the within named Garry W. Cohen, who acknowledged that he is Senior Managing Director of Mesirow Realty Sale-Leaseback, Inc., an Illinois corporation, which is manager of CP Portfolio 2008, LLC, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company, so to do.




Notary Public
My Commission Expires: 1/21/11

TENANT'S SIGNATURE PAGE

Attached to and made a part of this Memorandum of Lease dated as of September 5^x, 2008.

Between:

CP PORTFOLIO 2008, LLC, Landlord

and

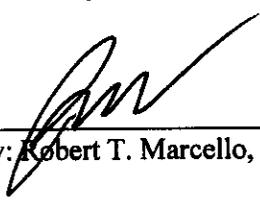
MISSISSIPPI CVS PHARMACY, L.L.C., Tenant

Premises:

CVS Store No. 3426

Location: Walls, Mississippi

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


By: _____
By: Robert T. Marcello, its Vice President

STATE OF RHODE ISLAND §

BK 128 PG 585

COUNTY OF PROVIDENCE §

§
§
§
SS.

I, Sheila C Perkins a notary public in and for said county in said state, hereby certify that Robert T. Marcello, whose name as the Vice President of Mississippi CVS Pharmacy, L.L.C., a Mississippi limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such Vice PResident and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this 4th day of Sept, 2008

Sheila C Perkins
Notary Public

My commission expires: 7.10.10

[Notary Seal]



4412297v.1

SHEILA C. PERKINS
Notary Public, State of Rhode Island
Commission Expires July 10, 2010

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

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:
▲ in Plat Book 26, Page 25

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.