

Prepared by and Return to:

 Kelly Hagan Smith, MSB 99238  
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**Indexing Instructions:** being part of Lee's Summit, Phase 2, located in Section 17, Township 3 South, Range 7 West, City of Hernando, DeSoto County, Mississippi as recorded in Plat Book 93, Page 9 in the office of the Chancery Clerk of Desoto County, Mississippi.

## MEMORANDUM OF LEASE

This Memorandum of Lease made this the 13<sup>th</sup> day of May 2009, by and between Hernando Retail Center, LLC (hereinafter "Landlord") and Goodwill Industries-Manasota, Inc., (hereinafter referred to as "Lessee"), and the heirs, legal representatives, successors, and assigns of the respective parties.

### WITNESSETH:

The Landlord, in consideration of the covenants of Lessee, does hereby lease and demise unto Lessee, and Lessee hereby agrees to take and lease from Landlord, for the term hereinafter specified, the premises described as follows:

22,400 square feet of gross leasable area as reflected on the attached Exhibit "A" and being a part of Lee's Summit, Phase 2, located in Section 17, Township 3 South, Range 7 West, City of Hernando, as recorded in Plat book 93, Page 9 in the office of the Chancery Clerk of Desoto County, Mississippi.

IT IS UNDERSTOOD AND AGREED that this is a Memorandum of Lease executed for the purposes of recordation among the Land Records in the office of the Chancery Clerk of DeSoto County, Mississippi, and the Long Form Lease Agreement between the Landlord and Lessee (designated Long Form Lease Agreement herein though titled Goodwill Lease) dated as of March 13, 2009, sets of specifically the rents and the terms, covenants and conditions agreed to by and between the parties relative to the Lease of the property described herein, and all the terms and conditions contained in said Long Form Lease Agreement are incorporated herein just

as fully and completely as if said terms and conditions were set forth herein.

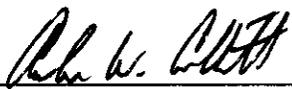
The term of the Lease which is effective as of the date of execution, and upon exercise of all options by Lessee, is for a total term through and until **November 7, 2029**. Lessee's interest may be pledged as security by Lessee to secure debts and obligations to Lessee's lenders.

This instrument may be executed in counterparts, all such counterparts together making an original and with any such copy being as effective as the original.

IN WITNESS WHEREOF, the Landlord and Lessee execute this agreement on the 13<sup>th</sup> day of May, 2009.

LANDLORD:

HERNANDO RETAIL CENTER, LLC

By:   
Andrew W. Callicutt  
Member

LESSEE:

GOODWILL INDUSTRIES-MANASOTA, INC.

By:   
Raymond Couch  
Vice-President of Asset Development

STATE OF Mississippi  
COUNTY OF Marshall County

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, Andrew W. Callicutt who acknowledged to me that he is Member of HERNANDO RETAIL CENTER, LLC and that in said capacity and for and on behalf of said entity, he executed the above and foregoing Lease on the day and in the year therein shown after first being duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 13<sup>th</sup> day of May, 2009.

James W. Callicutt  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

10-10-2009



STATE OF MS  
COUNTY OF DeSoto

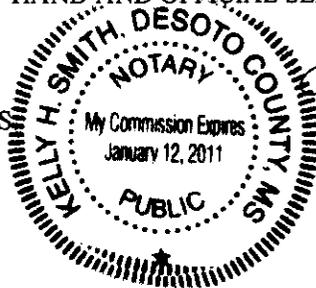
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, Ray Couch, who acknowledged to me that he is Vice-President of Asset Development of GOODWILL INDUSTRIES-MANASOTA, INC. and that in said capacity and for and on behalf of said entity, he executed the above and foregoing Lease on the day and in the year therein shown after first being duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 1 day of JUNE, 2009.

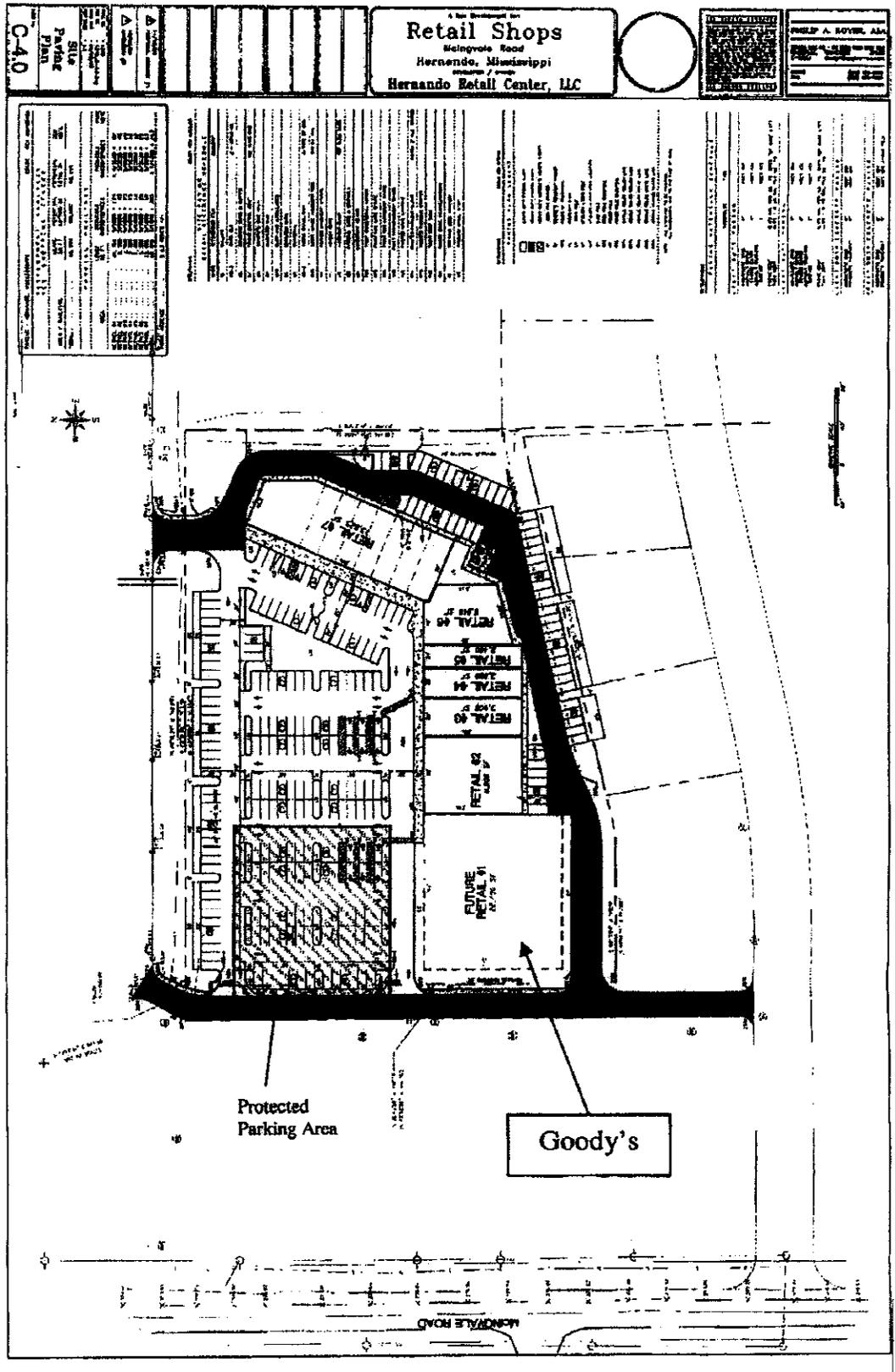
Kelly H. Smith  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

1-12-2011



SITE PLAN



LEGAL DESCRIPTION OF THE SHOPPING CENTER

Lee's Summit, Phase 2, located in Section 17, Township 3 South, Range 7 West, DeSoto County, Mississippi, as recorded in Plat Book 83, Page 9 in the office of the Chancery Clerk of DeSoto County, Mississippi.

By way of explanation, the 6.63 acre tract, more or less, as identified of record in Plat Book 83, Page 9 in the office of the Chancery Clerk of DeSoto County, Mississippi and noted thereon as "Lot 4" comprises the entire Lee's Summit, Phase 2 and is the property herein conveyed.

