

Indexing Instructions: Southeast 1/4 of Section 4, Township 2 South, Range 6 West
And Lot 1, Buchalter Commercial Subdivision, Plat Book 107,
Page 41, DeSoto County, Mississippi
MEMORANDUM OF LEASE

THIS IS A MEMORANDUM OF LEASE by and between **SCP 2009-C34-049 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 demises and lets to Tenant, and Tenant takes and leases 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 2009-C34-049 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 11, 2009
Copies of the Lease are on file in the offices of Landlord and Tenant

Description of Leased Premises: See Exhibit A attached hereto

After Recording, Return to.
Baskin, McCarroll, McCaskill, Aldridge
& Campbell, PA
* PO Box 190
Southaven, MS 38671
(662) 349-0664

File No: 909135 Initials: _____

PREPARED BY:
Robert B. Harwell, Esq.
Brunini, Grantham, Grower & Hewes, PLLC
190 E. Capitol Street, Suite 100
Jackson, Mississippi 39201
601/973-8711
MS Bar No. 101830

AFTER RECORDING RETURN TO:
Lorne O. Liechty, Esq.
Liechty & McGinnis, LLP
11910 Greenville Avenue, Suite 400
Dallas, Texas 75243
214/265-0008

Date of
Commencement
of Term: December 12, 2009

Date of
Expiration
of Term: January 31, 2035

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 on the dates set forth below, but to be effective as of December 11, 2009.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

LANDLORD'S SIGNATURE PAGE

Attached to and made a part of Memorandum of Lease dated effective as of December 11, 2009.

Between:

SCP 2009-C34-049 LLC, Landlord

and

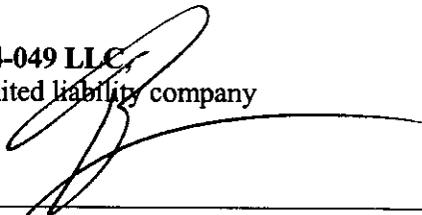
MISSISSIPPI CVS PHARMACY, L.L.C., Tenant

Premises:

CVS Store No. 5604

Location: Olive Branch, Mississippi

SCP 2009-C34-049 LLC,
a Delaware limited liability company



By: _____
Brett L. Landes, President

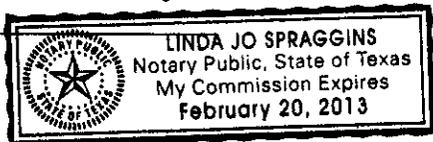
December 3, 2009

STATE OF TEXAS §
 § ss.
COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 3 day of December, 2009, within my jurisdiction, the within named Brett L. Landes, who acknowledged to me that he is the President of SCP 2009-C34-049 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.


Notary Public

My commission expires:



TENANT'S SIGNATURE PAGE

Attached to and made a part of Memorandum of Lease dated effective as of December 11, 2009.

Between:

SCP 2009-C34-049 LLC, Landlord

and

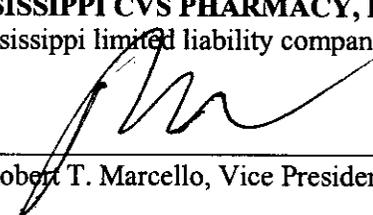
MISSISSIPPI CVS PHARMACY, L.L.C., Tenant

Premises:

CVS Store No. 5604

Location: Olive Branch, Mississippi

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

By: 
Robert T. Marcello, Vice President

December 8, 2009

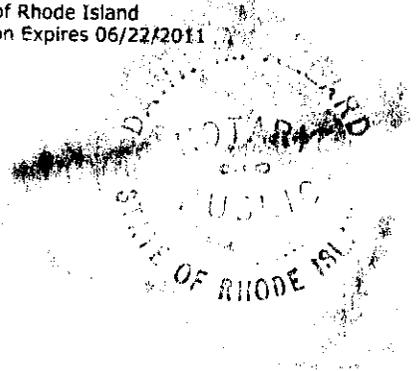
STATE OF RHODE ISLAND §
§ ss.
COUNTY OF PROVIDENCE §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of December, 2009, within my jurisdiction, the within named Robert T. Marcello, 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.


Notary Public

My commission expires:
6-22-2011

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



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
Tenant's Phone Number:	401/770-2533

Store No. 5604
Olive Branch, Mississippi

EXHIBIT A

LEGAL DESCRIPTION

Parcel I:

The following described tract of land situate in the City of Olive Branch, County of DeSoto, State of Mississippi, being described as follows:

Lot 1, Final Plat of Buchalter Commercial Subdivision, situated in Section 4, Township 2 South, Range 6 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 107, Page 41, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Parcel II:

TOGETHER WITH all rights and easements as contained in that certain cross access easement across part of the City of Olive Branch property as described in Book 411 Page 263 being in the southeast quarter of Section 4, Township 2 South, Range 6 West in Olive Branch, DeSoto County, Mississippi.

Parcel III:

TOGETHER WITH all rights and easements as contained in that certain Access Easement Agreement dated effective September 5, 2008, being executed by and between the City of Olive Branch, a Mississippi municipal corporation and CVS 5604 MS, L.L.C., a Delaware Limited Liability Company, being recorded on September 8, 2008 in Deed Book 593, page 104, in the Office of the Chancery Clerk of DeSoto County, Mississippi. *SE 1/4 4-2-6*

Parcel IV:

TOGETHER WITH all rights and easements as set forth in that certain Declaration of Easements and Restrictions, by CVS 5604 MS, L.L.C., as Declarant, filed in the Office of the Chancery Clerk of DeSoto County, Mississippi. *SE 1/4 4-2-6*