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Indexing Instructions: Lot 1, CGB Commercial Subdivision, Plat Book 108, Page 19  
Section 9, T-2-S, R-7-W

**MEMORANDUM OF LEASE**

THIS IS A MEMORANDUM OF LEASE by and between SCP 2009-C34-052 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-C34-052 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) 210-0004

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

909088

Date of  
Commencement  
of Term: December 11, 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-C34-052 LLC, Landlord**

and

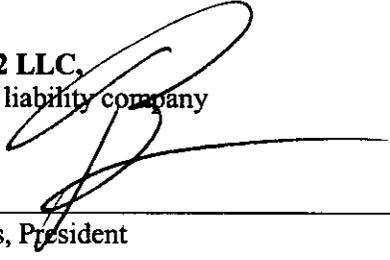
**MISSISSIPPI CVS PHARMACY, L.L.C., Tenant**

Premises:

CVS Store No. 8994

Location: Southaven, Mississippi

**SCP 2009-C34-052 LLC,**  
a Delaware limited liability company

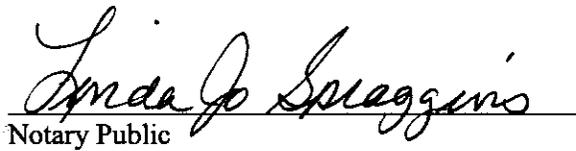


By: \_\_\_\_\_  
Brett L. Landes, President

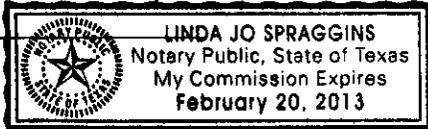
December 3, 2009

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-C34-052 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-C34-052 LLC, Landlord**

and

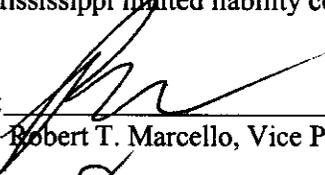
**MISSISSIPPI CVS PHARMACY, L.L.C., Tenant**

Premises:

CVS Store No. 8994

Location: Southaven, Mississippi

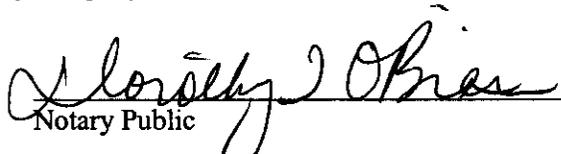
**MISSISSIPPI CVS PHARMACY, L.L.C.,**  
a Mississippi limited liability company

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 8 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

Dorothy T. O'Brien  
Notary Public  
State of Rhode Island  
My Commission Expires 09/15/2013

My commission expires:



Landlord's Address:	2525 Fairmount Street, Suite 200 Dallas, Texas 75201 Attn: Greg Lovasz
Landlord's Phone Number:	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. 8994  
Southaven, Mississippi

**EXHIBIT A**

**LEGAL DESCRIPTION**

Parcel 1:

Lot 1, CGB Commercial Subdivision, situated in Section 9, Township 2 South, Range 7 West, City of Southaven, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 108, pages 19-20, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Parcel 2:

TOGETHER WITH rights and easements as shown on plat of CGB Commercial Subdivision, situated in Section 9, Township 2 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 108, pages 19-20, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Parcel 3:

TOGETHER WITH all rights and easements as set forth in that certain Declaration of Easements and Restrictions, by CVS 8994 MS, L.L.C., as Declarant, filed in the Office of the Chancery Clerk of DeSoto County, Mississippi.