

RECORDING PREPARED BY
REQUESTED BY AND
WHEN RECORDED RETURN TO:
LISA SCHWARTZ, ESQ.
THE TJX COMPANIES, INC.
770 COCHITUATE ROAD
FRAMINGHAM, MA 01701
512-632-6363

3/02/11 9:55:56
DK P BK 142 PG 740
DE SOTO COUNTY, MS
W.E. DAVIS, CH CLERK

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made and entered into as of this 17th day of Feb., 2011, by and between SCD #1, LLC, a Mississippi limited liability company (the "Landlord"), and THE TJX COMPANIES, INC., a Delaware corporation (the "Tenant"), provides:

1. Lease. The provisions set forth in a written lease between the parties hereto dated February 17, 2011 (the "Lease") are hereby incorporated by reference in this Memorandum.

2. Demised Premises. The Demised Premises consist of a portion of a one-story building and contain twenty four thousand (24,000) square feet of floor area having a frontage and width of one hundred thirty feet (130') and other dimensions as shown and labeled Area A upon the plan attached to the Lease. The Demised Premises are a portion of the Shopping Center land more particularly described in Schedule A attached hereto as a part hereof. In addition, the Tenant shall have the exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading dock and trash storage area. The Demised Premises are situated within the Wedgewood Commons Shopping Center located at the northeasterly corner of Pleasant Hill Road and Goodman Road (Highway 302) in Olive Branch, DeSoto County, Mississippi.

3. Term and Option to Extend Term. The original term of the Lease shall be the period of ten (10) years and a fraction of month commencing on the Commencement Date (as described below) and terminating on the last day of the month during which the tenth (10th) anniversary of the Commencement Date shall occur, except, however, that if the Commencement Date shall be a first day of a calendar month then the original term of this lease shall be the period of ten (10) years commencing on the Commencement Date and terminating on the day prior to the tenth (10th) anniversary thereof.

Tenant shall have the right, at its election, to extend the term of the Lease for four (4) extension periods of five (5) years each, each commencing upon the expiration of the original term, or the original term as thus previously extended. In addition, Tenant shall have the right, at its election, to extend the original term, or the original term as it may have been previously extended as aforesaid, for an extension period of a fraction of a year ending upon the January 31st next following the expiration of the original term, or the original term as previously extended, as the case may be. Such extensions shall be granted upon the terms and conditions set forth in the Lease.

4. Commencement Date. An "Opening Day" shall be any Monday through Friday (except for legal holidays) between March 1 and the following April 30, and between August 1 and the following October 31. The "Commencement Date" shall be the first Opening Day after the later to occur of the following dates:

(1) the seventy fifth (75th) day after both the completion of Landlord's Construction Work (as that term is defined in the Lease) and the receipt by Tenant of notice thereof from Landlord, provided, however, that such notice requirement shall be deemed to have been waived in the event Tenant occupies the Demised Premises in accordance with Section 3.2 of the Lease; and

(2) the sixtieth (60th) day after Target, containing approximately one hundred twenty five thousand (125,000) square feet of space shall be open for business in the Shopping Center;

and

(3) the sixtieth (60th) day after Landlord shall have delivered to Tenant all of the fully executed and acknowledged instruments referred to in Paragraph 8 of Schedule B to the Lease; and

(4) the tenth (10th) day after Landlord shall have delivered to Tenant a current certificate of occupancy (or its equivalent) for the Demised Premises, if the same shall be issuable in accordance with local law or custom; and

(5) the sixtieth (60th) day after Landlord shall have installed or renovated the Pylon Signs with a space for Tenant's identification panels thereon all as required by Paragraph 3 of Schedule B of the Lease; and

(6) the sixtieth (60th) day after Tenant's receipt of the necessary governmental permits and approvals for Tenant's exterior signs, as well as Tenant's identification panels on the Pylon Signs; and

(7) the sixtieth (60th) day after Landlord shall have delivered to Tenant evidence that leases or other documents relating to prior occupants of the Demised Premises have been removed as encumbrances from title; and

(8) the tenth (10th) day after completion of construction of or necessary repairs to the Common Areas (defined in Paragraph 2 of Schedule B of the Lease); and

(9) March 1, 2012.

Notwithstanding anything in the Lease contained to the contrary, if the Demised Premises shall be opened for business with customers prior to the Commencement Date determined as above provided, such date of opening shall be the Commencement Date.

5. Duplicate originals of the Lease are in the possession of the Landlord and Tenant and reference should be made thereto with respect to any questions arising in connection therewith. The addresses for Landlord and Tenant are as follows:

Landlord: 595 Round Rock West Drive, Suite 701
Round Rock, Texas 78681
Attention: Brad Smith

Tenant: The TJX Companies, Inc.
770 Cochituate Road
Framingham, Massachusetts 01701
Attn: Vice President-Real Estate

6. The Lease contains certain restrictions upon the remainder of the Shopping Center property described in Schedule A, as set forth in Schedule B of the Lease, including without limitation, the following:

“(A) Landlord agrees that as long as any retail sales activity shall be conducted in the Demised Premises the Shopping Center excluding the Future Development area shall not be used for any non-retail purposes (repairs, alterations and offices incidental to retailing, title companies, investment services, and banks and small loan offices, not being deemed non-retail and except that medical and dental uses shall only be allowed on Pad 1 or Lot 3), or for any entertainment purposes such as a bowling alley, skating rink, cinema, bar, nightclub, discotheque, amusement gallery, poolroom, health club (except if located on Developer Tract Parcel 2), massage parlor (except for one (1) operation that specialize in legitimate massage services such as, but not limited to, Massage Envy, provided such establishment is not located within three hundred feet (300') from the Demised Premises), sporting event, sports or game facility, off-track betting club or for any establishment for the sale or display of pornographic materials or any establishment which sells or displays used merchandise or second hand goods. No restaurants or establishments selling prepared food for consumption on or off premises shall be located in-line

within three hundred feet (300') of the Demised Premises, except in their presently existing size and location. Provided Landlord is not in default of this Section 4(A), Tenant shall not use the Demised Premises for any of the uses prohibited in this Section 4(A).

(B) Landlord agrees that, from the date hereof until expiration of the term of this lease, no other premises in the Shopping Center (excluding Target and any replacement of Target and stores such as Dick's, Academy and other stores that specialize in the sale of sporting goods) shall at any time contain more than (i) fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of apparel and related accessories (except for one (1) other occupant of the Shopping Center), and/or (ii) ten thousand (10,000) square feet of floor area therein used or occupied for, or devoted to the sale or display of shoes, footwear and related accessories, and/or (iii) fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of furnishings for the home including the following categories of items: linens and domestics, window treatments, floor coverings, bathroom items, bedding, furniture, wall décor, housewares, table top goods, glassware, flatware, cookware, kitchen utensils, giftware and/or closet, shelving and storage items and home accessories (except for one (1) other occupant of the Shopping Center if HomeGoods does not sign a Letter of Intent to locate in the Shopping Center within one (1) year of the Commencement Date) (all of the foregoing hereinafter referred to as a "Competing Use" and the merchandise referred to therein as the "Protected Merchandise"). The computation of such floor area shall include one half (1/2) of all floor area in any aisles, corridors or similar spaces adjacent to or abutting any racks, gondolas, shelves, cabinets, counters or other fixtures or equipment containing or used for the sale or display of the Protected Merchandise."

7. It is understood and agreed that the only purpose of this Memorandum of Lease is to give notice of the Lease; it being distinctly understood and agreed that said Lease constitutes the entire lease and agreement between Landlord and Tenant with respect to the Demised Premises. The Lease contains additional rights, terms and conditions not enumerated in this instrument. This instrument is not intended to vary the terms of the Lease, including such rights, terms and conditions and in the event of any inconsistency between the provisions of this Memorandum of Lease and the Lease, the provisions of the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum pursuant to due authorization.

WITNESSES AS TO BOTH:

Aulette G. Mori

SCD #1, LLC,
a Mississippi limited liability company

By *B.D. Smith*
Name: *Brooks D. Smith*
Title: *Chief Manager*

By _____
Name: _____
Title: _____

WITNESSES AS TO BOTH:

[Signature]

THE TJX COMPANIES, INC.
a Delaware corporation

By *Ann McCauley*
Ann McCauley
Executive Vice President,
General Counsel and Secretary

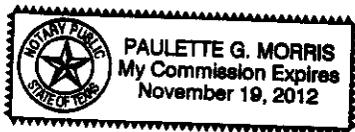
Heaven McQuinn

By *Mary B. Reynolds*
Mary B. Reynolds
Senior Vice President, Finance
and Treasurer

LANDLORD'S ACKNOWLEDGMENT

STATE OF TEXAS)
)
CITY/COUNTY OF WILLIAMSON) SS.

The foregoing instrument was acknowledged before me this 14th day of February, 2011 by BRADLEY D. SMITH ~~and~~ on behalf of SCD #1, LLC.

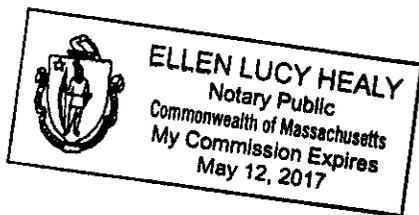


Paulette G. Morris
Notary Public
My Commission Expires: 11/19/12

TENANT'S ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF MIDDLESEX)

On this 17th day of February, 2011, before me, the undersigned notary public, personally appeared Ann McCauley as Executive Vice President, General Counsel and Secretary and Mary B. Reynolds as Senior Vice President, Finance and Treasurer, respectively, of The TJX Companies, Inc. on behalf of the corporation, proved to me through satisfactory evidence of identification, which is personal knowledge of the identity of both, to be the people whose names are signed on the preceding document and who acknowledged that they signed it voluntarily and executed same in their authorized capacities for its stated purpose.



Ellen Lucy Healy
Notary Public
My Commission Expires: 5/12/17

SCHEDULE A**DESCRIPTION OF SHOPPING CENTER AND DEMISED PREMISES**

The Demised Premises consist of a portion of a one-story building, and contain twenty four thousand (24,000) square feet of floor area having a frontage and width of one hundred thirty feet (130') and other dimensions as shown upon the plan attached hereto ("the Lease Plan"), and are a portion of the premises within the Shopping Center referred to hereinbelow labeled Area A on the Lease Plan. The Lease Plan delineated as Critical Area shall not be modified in any way without Tenant's consent, which may be withheld at Tenant's sole and absolute discretion. The portion of the Lease Plan which is outside of the Critical Area shall not be modified in any way which affects the visibility of or access to the Demised Premises or reduces the number of parking spaces below the criteria in Section 2 of Schedule B to this lease or affects the access/egress points in the Shopping Center or interferes with the traffic flow of the Shopping Center, without Landlord first obtaining the consent of Tenant, such consent not to be unreasonably withheld. In addition, Tenant shall have the exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading dock and trash storage area for Tenant's delivery and removal activities and for Tenant's compactor, dumpster and/or trash receptacles. It is expressly understood and agreed that said service areas shall not be included in computing minimum rent pursuant to Section 5.1 of the lease or Tenant's Fraction (defined in Section 6.1) for purposes of Article VI and Paragraph 10 of Schedule B. If after completion of Landlord's Construction Work the Demised Premises shall contain less than the floor area required above then, in addition to all other remedies of Tenant, as a result thereof, the minimum rent payable by Tenant pursuant to Section 5.1 shall be reduced proportionately. Landlord agrees that the name of the Shopping Center shall not contain the trade name of any business operated in the Shopping Center.

The Demised Premises are situated within the so-called Wedgewood Commons Shopping Center, at the northeasterly corner of the intersection of Pleasant Hill Road and Goodman Road (Highway 302) (herein collectively referred to as "the Main Streets") in Olive Branch, DeSoto County, Mississippi. The Shopping Center is the land, together with the buildings and other structures from time to time thereon, shown on the Lease Plan, and is more particularly described as follows:

LEGAL DESCRIPTION OF DEVELOPER TRACT**Developer Tract Parcel 1 "Lot 4"**

BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 7 WEST IN THE CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, AND BEING LOT 4 OF WEDGEWOOD COMMONS AS RECORDED IN PLAT BOOK 104, PAGE 43 AT THE CHANCERY CLERK'S OFFICE OF SAID COUNTY.
CONTAINING 544,900 SQUARE FEET, OR 12.509 ACRES.

Outparcel 1 "Lot 2"

BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 7 WEST IN THE CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, AND BEING LOT 2 OF WEDGEWOOD COMMONS AS RECORDED IN PLAT BOOK 97, PAGE 24 AT THE CHANCERY CLERK'S OFFICE OF SAID COUNTY.
CONTAINING 90,341 SQUARE FEET, OR 2.07 ACRES.

Outparcel 2 "Lot 3"

BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 7 WEST IN THE CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, AND BEING LOT 3 OF WEDGEWOOD COMMONS AS RECORDED IN PLAT BOOK 104, PAGE 41 AT THE CHANCERY CLERK'S OFFICE OF SAID COUNTY.
CONTAINING 120,730 SQUARE FEET, OR 2.772 ACRES.