

PREPARED BY:

Amy Williams, Esq.
Sutherland Asbill & Brennan LLP
1114 Avenue of the Americas, 40th floor
New York, New York 10036-

AFTER RECORDING, RETURN TO:

Kimberly Maupin, Paralegal
Sutherland Asbill & Brennan LLP
1114 Avenue of the Americas, 40th floor
New York, New York 10036

(The Above Space for Recorder's Use Only)

Memorandum of Lease

THIS MEMORANDUM OF LEASE, made as of December 13, 2007 by and between **GS II BROOK HIGHLAND LLC**, a Delaware limited liability company ("Landlord") with an office c/o Developers Diversified Realty Corporation, 3300 Enterprise Parkway, Beachwood, Ohio 44122, and **CIRCUIT CITY STORES, INC.**, a Virginia corporation ("Tenant") with an office at 9950 Mayland Drive, Richmond, Virginia 23233.

Preliminary Statement

Landlord is the fee owner of certain real property located in the County of Shelby, State of Alabama, as more particularly described on Exhibit A hereto annexed, together with improvements constructed or to be constructed thereon (the "**Shopping Center**"). Landlord and Tenant, as of the date hereof, have entered into a lease (the "**Lease**") demising a portion of the Shopping Center as more particularly described therein (the "**Premises**") to Tenant. In connection therewith, Landlord and Tenant have entered into this Memorandum to confirm the demise of the Premises and to provide notice to any interested party of such demise and of the terms and provisions of the Lease.

NOW, THEREFORE, the parties state as follows:

1. All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Lease.
2. The terms and conditions of the Lease are incorporated herein as though set forth in full, whereby Tenant may have and hold the Premises together with any and all rights, benefits, privileges and easements, now or hereafter appurtenant thereto, at the rental and upon the terms and conditions therein stated, for an initial term of approximately ten (10) years commencing on the Commencement Date (the "**Initial Lease Term**"). Under the terms of the Lease, Tenant has the right to extend the Initial Lease Term for three (3) separate and additional periods of five (5) years each after the expiration of the Initial Lease Term.

3. This Memorandum of Lease is executed for the purpose of recordation in order to give notice of all of the terms, provisions and conditions of the Lease, including, without limitation:

(i) that, subject to certain exceptions more particularly set forth in the Lease, Landlord shall not lease, rent, occupy or operate (or permit to be leased, rented, occupied, or operated) any space within the Shopping Center, including additional land included within any future expansion of the Shopping Center (i) for a business having as its primary purpose the sale of one or more of the Products (as hereinafter defined) (such as "Ultimate Electronics," "Good Guys," "Fry Electronics," "Best Buy," or "Radio Shack"), or (ii) for the primary purpose of selling new or used electronic games (such as "EB Games" or "GameStop"), with the sale of one or more of the "Products" meaning the sale, rental, installation, servicing and repairing of consumer, office and automotive electronics products including, without limitation, televisions, stereos, speakers, video and audio recorders and players and cameras; computer hardware and software and related software services (which include internet access services, entertainment software and entertainment media [such as, by way of example only, game cartridges, video tapes, cassettes, compact discs, DVD's and DVD equipment]); cellular and wireless telephones and telecommunication devices and related accessories; motor vehicle audio, stereo and telephone systems; and technological evolutions of the foregoing;

(ii) the restrictions set forth therein on Landlord's ability to lease certain portions of the Shopping Center for certain uses which are otherwise prohibited by the terms of the Lease;

(iii) provisions set forth therein regarding Tenant's right to install and maintain signage upon the exterior of the Premises and upon a pylon and/or monument sign located at the Shopping Center;

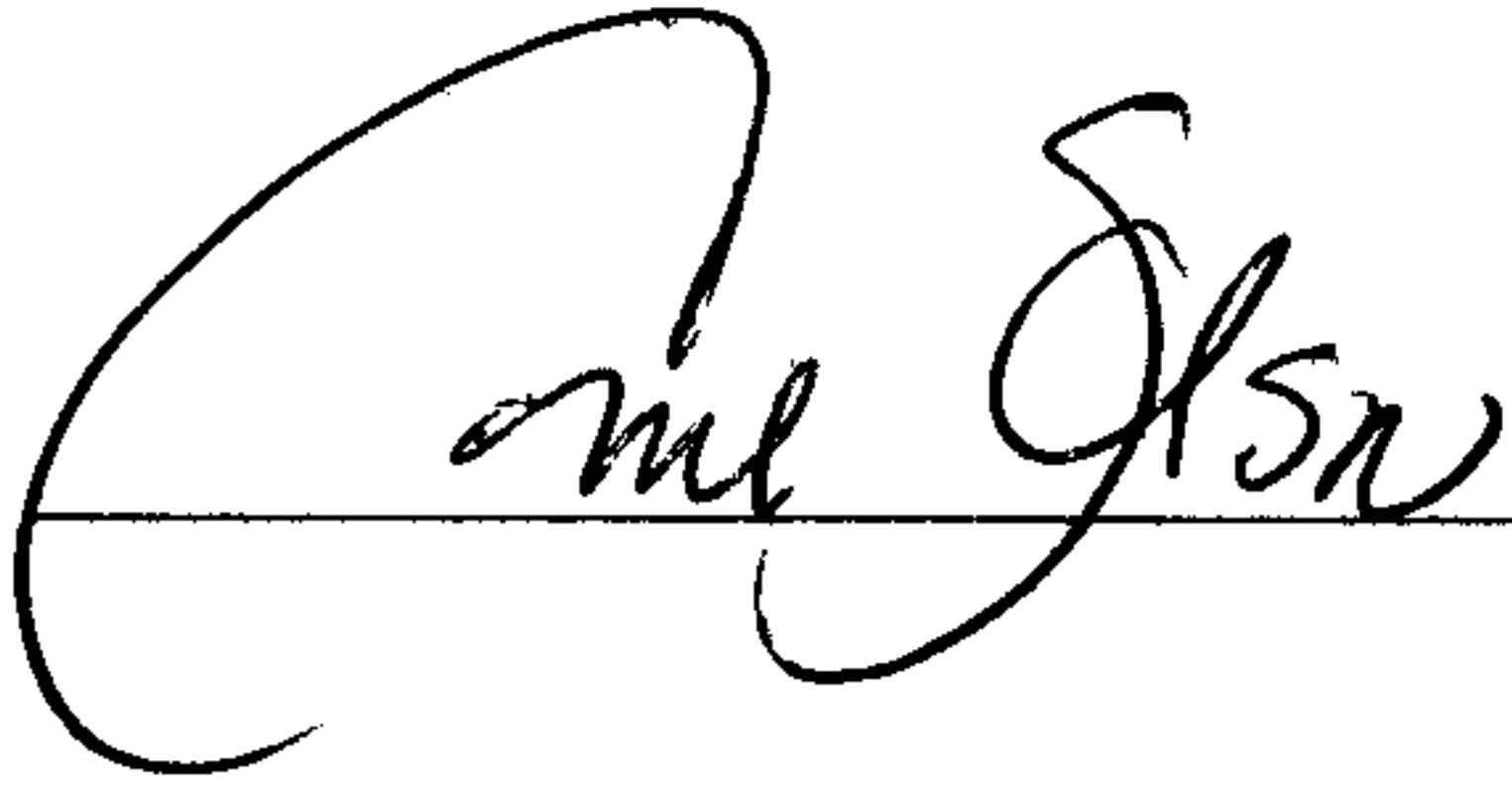
(iv) provisions set forth therein regarding Tenant's right to use (and to permit Tenant's customers, employees, agents and contractors to use) certain common areas of the Shopping Center (such as, without limitation, the parking facilities of the Shopping Center); and

(v) provisions set forth therein regarding certain areas in the Shopping Center in which no improvements are to be constructed, or changes made without the consent of the Tenant.

4. In addition to those terms hereinabove set forth, the Lease contains numerous other terms, covenants and conditions which likewise affect not only the Premises but also the Shopping Center, and notice is hereby given that reference should be had to the Lease directly with respect to the details of such terms, covenants and conditions. The Lease and exhibits thereto are hereby incorporated by reference in this Memorandum of Lease and the parties hereby ratify and confirm the Lease as if said Lease were being re-executed by them and recorded. In the event of any conflict between the provisions of this instrument and the Lease, the provisions of the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the day and year first above written.

WITNESS/ATTEST:



[SEAL]

LANDLORD:

GS II BROOK HIGHLAND LLC, a Delaware limited liability company

By: 

Name: Robin Walker-Gibbons

Title: Executive Vice President

STATE OF OHIO)
) : ss.
COUNTY OF CUYAHOGA)

On this 13th day of DECEMBER, 2007, before me personally came ROBIN WALKER-GIBBONS to me known, who being by me duly sworn, did depose and say that he is the EXECUTIVE V.P. of GS II BROOK HIGHLAND LLC, the limited liability company described in and which executed the above instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

My Commission Expires:

12/5/09


Notary Public

Shelby County, AL 02/26/2008
State of Alabama

Deed Tax: \$2642.50



CONNIE S. OLSON
Notary Public - State of Ohio
Cuyahoga County
My Commission Expires
December 5, 2009

TENANT:

WITNESS/ATTEST:

[Signature]

CIRCUIT CITY STORES, INC.,
a Virginia corporation

By: [Signature]

John B. Muleady
Vice President
Real Estate & Construction

[SEAL]

COMMONWEALTH OF VIRGINIA)

) ss:

COUNTY OF HENRICO)

I certify that on October 24, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared John B. Muleady, the Vice President of **CIRCUIT CITY STORES, INC.**, a Virginia corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and on oath acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which he acted executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for the Commonwealth of
Virginia, residing at
My commission expires:

[Signature]
[Type or Print Notary Name]

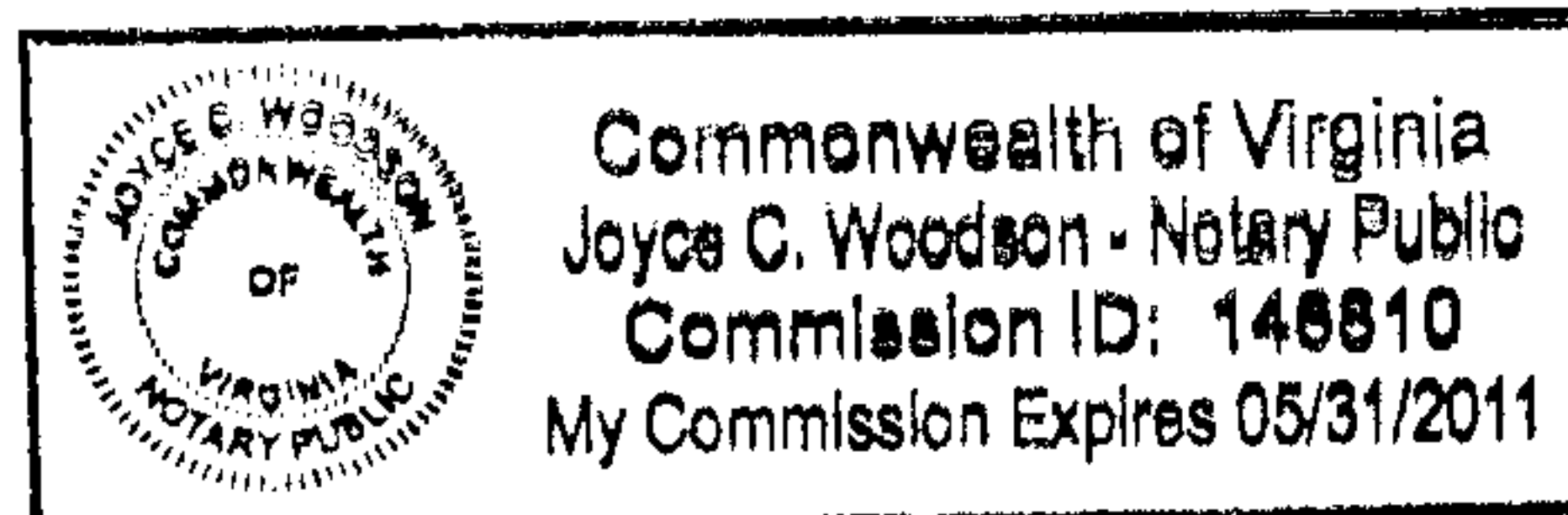


Exhibit A

Legal Description

(Phase I)

PARCEL 1

Lots 1, 1A, 2, 2A, according to the Brook Highland Plaza resurvey, as record in map book 18M page 99 in the probate office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Together with all of the beneficial rights and interests in the easement under the following instruments:

- 1) Declaration of easements and restrictions convenats (Brook Highland Development – 1.35 acres out parcel) by Amsouth Bank N.A. as ancillary trustee for NBNC National Bank of North Bank of North Carolina, as trustee for the public employees retirement system of Ohio, dated August 29, 1990, and recorded in real 307, page 985, in said probate office.
- 2) Easement agreement dated October 12, 1993, by an between Amsouth Bank N.A., as ancillary trustee for Nationsbank of North Carolina, N.A. as trustee for the public employees retirement system of Ohio, and Brook Highland limited partnership, a Georgia limited partnership recorded as instrument #1993-32515 in said probate office.

PARCEL 2

All beneficial rights in easements granted to developers diversified of Alabama Corp., by the easement agreement dated December 30, 1994, by and between Brook Highland limited partnership and developers in diversified of Alabama, as recorded as recorded as instrument no. 1994-37773 in probate office of Shelby County, Alabama.

All being situate in Shelby County, Alabama.

(Phase II)

All that tract of Parcel of land lying and being in section 31, township 18 South Range 1 West, Shelby County, Alabama being more particularly described as follows;


Beginning at the Northwest corner of the Southeast quarter of section 31, township 18 South, Range 1 West, Shelby County, Alabama being south 89 31 51" West a distance of 848.96 feet from the Northeast corner of Lot 1, Brook Highland Plaza resurvey (map book 18, page 99);

Thence run South 89 31'51" West a distance of 50.00 feet to a point.

Thence run South 00 38'38" East a distance of 300.00 feet to a point; thence run North 89 37'51" East a distance of 20.00 feet to a point; thence run south 01 36'53" East a distance of 295.07 feet to a point; thence run south 89 31'51" West a distance of 225.00 feet to a point; thence run South 00 38'38" East A distance of 145.41 feet to a point; thence run south 88 24'44" West a distance of 150.94 feet to a point;

Thence run North 71 10'44" West a distance of 90.62 feet to a point; thence run North 64 18'36" West a distance of 37.79 feet to a point; thence run North 73 31'00" West a distance of 110.98 feet to a point; thence run North 56 07'21" West a distance of 73.40 feet to a point; located on the to a point located on the Easterly right of way line of Brook Highland Parkway (right of way varies); thence run along and coincident with the Easterly right of way line of Brook Highland Parkway North 16 29'00" East A Distance of 206.74 feet to a point; Thence run along the coincident with the Easterly right of way line of Brook Highland Parkway North 73 31'00" West a distance of 12.00 feet to a point; thence run along and coincident with the Easterly right of way line of Brook Highland Parkway, along the arc of a curve an arc distance of 254.68 feet (said curve having a radius of 310.47 feet, a chord bearing of North 39 59'00" East, and a chord distance of 247.60 feet) to a point; Thence run along and coincident with the Easterly right of way line of Brook Highland Parkway North 26 31' 00 West a distance of 12.00 feet to a point; Thence run along and coincident with the Easterly right of way line of Brook Highland Parkway North 63 29'00" a distance of 518.37 feet to a point; thence run along and coincident with the Easterly right of way line of Brook Highland Parkway 29 31'00" West a distance of 20.00 feet to a point; Thence run along and coincident with the Easterly right of way line of Brook Highland Parkway, along the arc of a curve an arc distance of 501.28 feet (said curve having a radius of 635.12 feet, a chord bearing of North 40 52'21" East, a chord distance of 48837 feet) to a point; thence leaving the right of way line of Brook Highland Parkway run South 89 50'48" East, a distance of 85.21 feet to a point; thence run South 00 38'38" East, a distance of 355.06 feet to a point; said point being the point of the beginning.

Said tract being designated as proposed "Phase II" on that certain survey for A.B. Shopping Centers Properties, prepared by Carr & Associates Engineers, Inc., bearing the seal and certification of Barton F. Carr, registered professional land surveyor No 16685, dated November 25, 1994, last revised December 21, 1994.


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Shelby Cnty Judge of Probate, AL
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