

PREPARED BY AND RECORDING
REQUESTED BY AND
WHEN RECORDED RETURN TO:
MICHAEL E. GIBNEY, ESQ.
THE TJX COMPANIES, INC.
770 COCHITUATE ROAD
FRAMINGHAM, MA 01701

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made and entered into as of this 19th day of January, 2015, by and between **INVERNESS HEIGHTS SHOPPING CENTER, LP**, an Alabama limited partnership (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 as of the date hereof (the "Lease") are hereby incorporated by reference in this Memorandum.

2. Demised Premises. The Demised Premises are more particularly described as follows:

The Demised Premises consist of a one-story building, to be constructed by Landlord as herein provided, and contain thirty thousand one hundred (30,100) square feet of floor area having a frontage and width of one hundred fifty feet six inches (150'6") feet and other dimensions as shown and labeled Area A upon the plan attached to the Lease (the "Lease Plan"). 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.

3. Term and Option to Extend Term. The term of the Lease commenced upon the date hereof and shall expire on April 30, 2019.

Tenant shall have the right, at its election, to extend the term of the Lease for three (3) 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. INTENTIONALLY OMITTED.

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:

**Inverness Heights Shopping
Center, LP
c/o National Real Estate
Management Corporation
9986 Manchester Road
St. Louis, Missouri 63122**

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 shall not be used (a) for any non-retail purposes (repairs, alterations and offices incidental to retailing, and banks and small loan offices, real estate, insurance, brokerage and travel agents not being deemed non-retail, provided such uses shall not exceed fifteen thousand (15,000) square feet in the aggregate (provided that no more than eight thousand (8,000) square feet of such uses may be located in-line), and shall not be located within seventy five (75) feet of the exterior walls of the Demised Premises), or (b) for any entertainment purposes such as a bowling alley, skating rink, cinema, bar (except in a restaurant where sales of beer, wine and liquor do not exceed fifty percent (50%) of the sale of food), nightclub, discotheque, amusement gallery, poolroom, health club (except for one (1) spa/salon combination not to exceed two thousand five hundred (2,500) square feet), massage parlor, sporting event, sports or game facility, off-track betting club (c) or for any establishment which sells or displays pornographic materials or (d) for any establishment which sells or displays used merchandise or second hand goods. No restaurants or establishments selling food prepared on premises for consumption on or off premises shall be located in the Shopping Center except on the OUT LOTS.

(B) Landlord agrees that, during the term of this lease, no other premises in the Shopping Center shall at any time contain more than fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of soft goods (as defined by the trade from time to time), including in the computation of such floor area 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 soft goods.

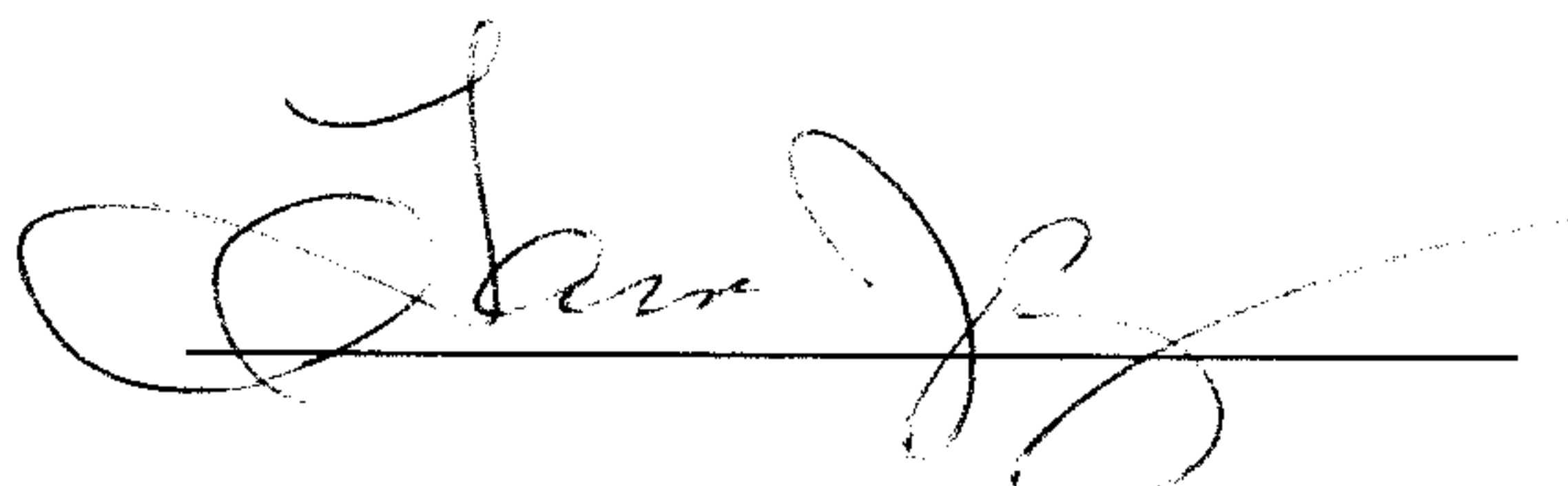
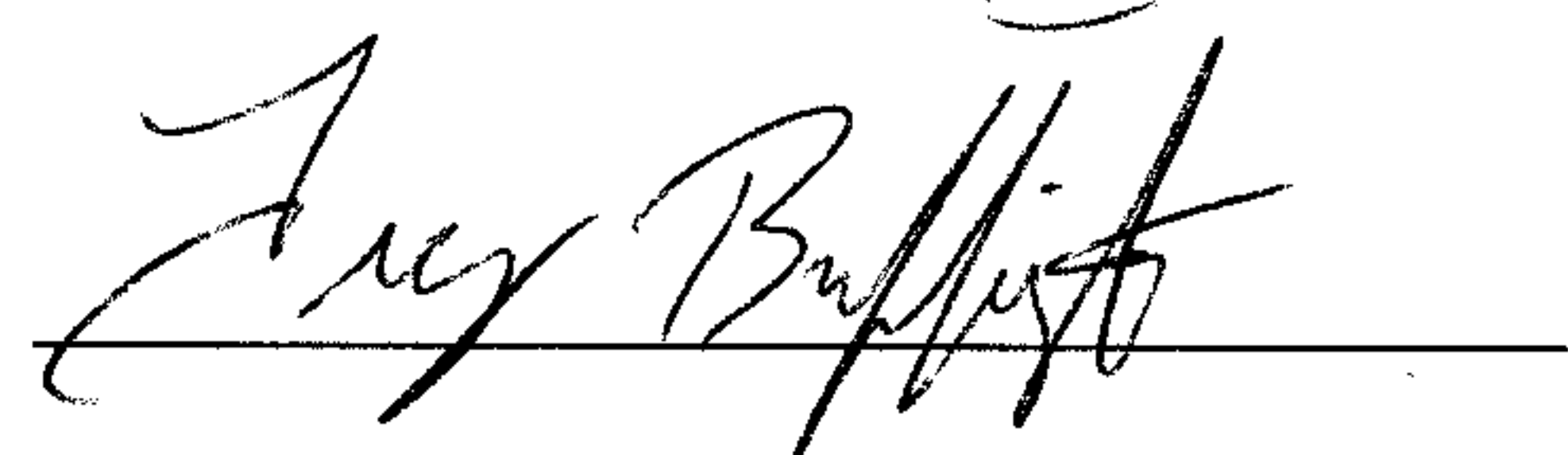
7. It is understood and agreed that the only purpose of this Memorandum of Lease is to give notice of the Lease; it being distinctly understood and agreed that said Lease constitutes the entire lease and agreement between Landlord and Tenant with respect to the Demised Premises. The Lease contains additional 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

WITNESSES:

**INVERNESS HEIGHTS SHOPPING
CENTER, LP,**
an Alabama limited partnership

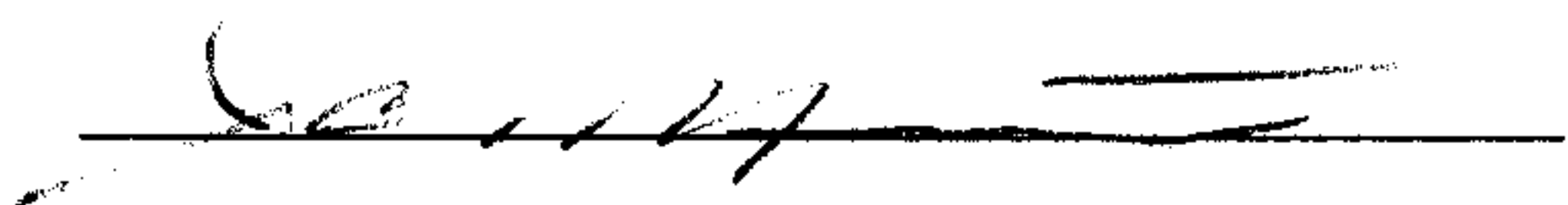




By: Its general partner
IH MGMT, INC.,
an Alabama corporation

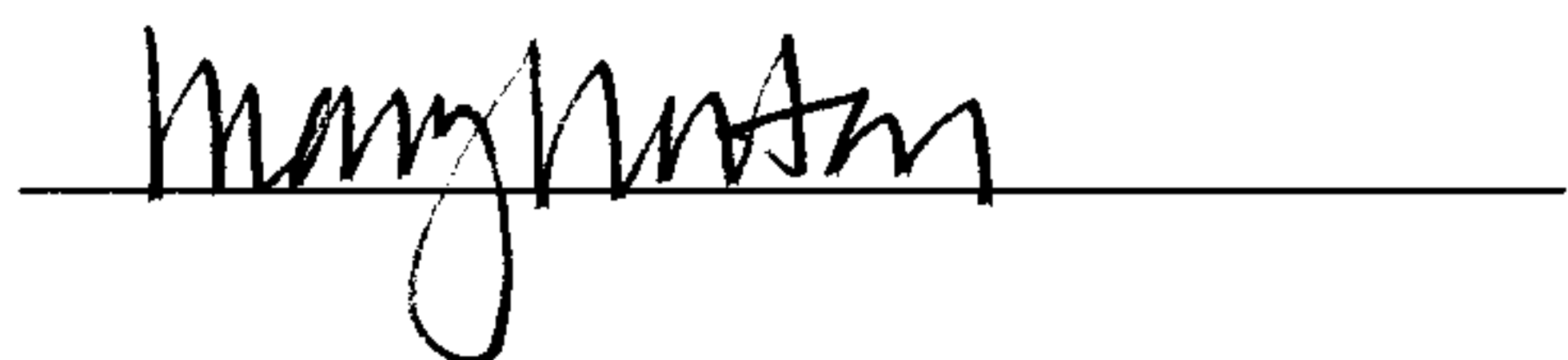
By: 
Thomas R. Green, President


WITNESSES AS TO BOTH:

THE TJX COMPANIES, INC.
a Delaware corporation



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



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

LANDLORD'S ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 19th day of January, 2015, before me, the undersigned notary public, personally appeared Thomas R. Green, President of IH MGMT, INC., the general partner of INVERNESS HEIGHTS SHOPPING CENTER, LP, on behalf of the limited partnership, to me personally known to be the person whose name is signed on the preceding document and who acknowledged that he signed it voluntarily and executed same in his authorized capacity for its stated purpose.

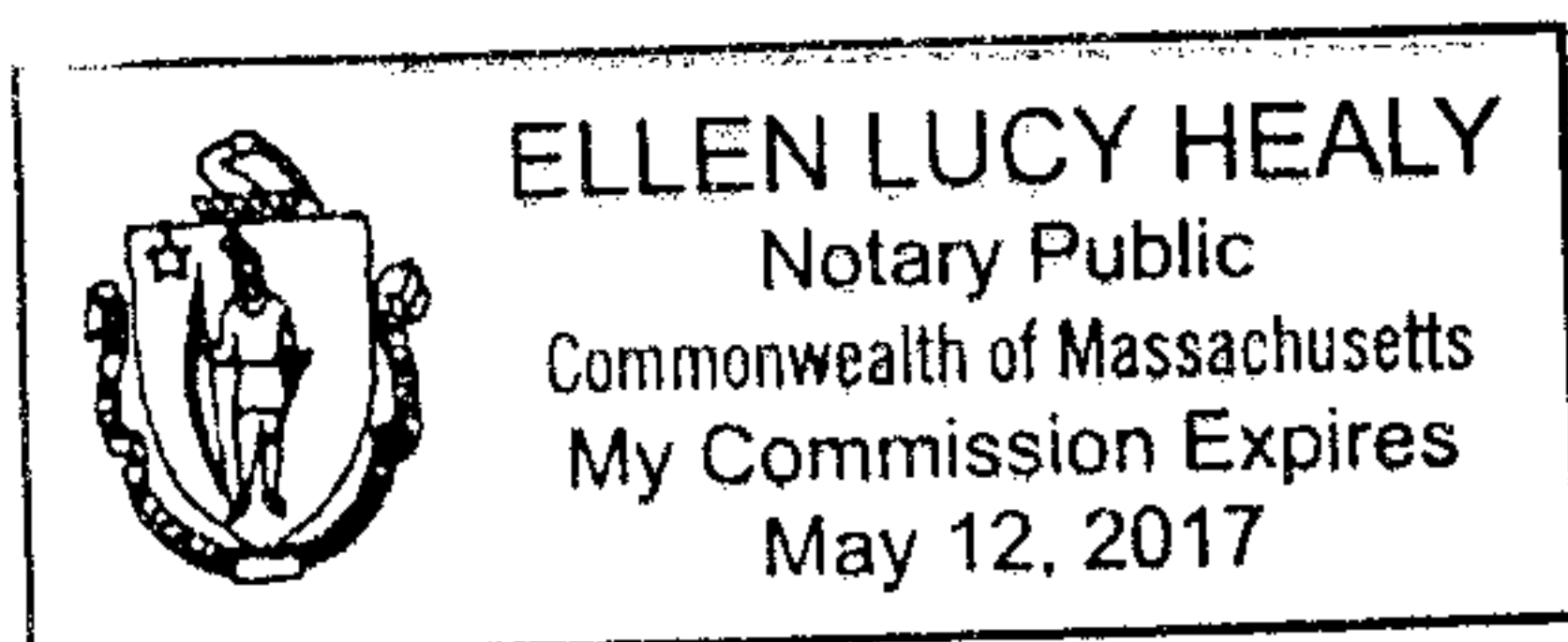
TERESA A. ULMER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: 8-24-2017
Commission #13469943

Teresa A. Ulmer
Notary Public
My Commission Expires:

TENANT'S ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF MIDDLESEX)

On this 16th day of January, 2015, 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 his/her/their authorized capacity(ies) for its stated purpose.



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

SCHEDULE A

DESCRIPTION OF SHOPPING CENTER

The Demised Premises are situated within the so-called Inverness Heights Market Shopping Center, to be constructed by Landlord as herein provided, at the northeast corner of the intersection of US Highway 280 and Cahaba Beach Road/Valleydale Road (herein collectively referred to as "the Main Streets") in Hoover, Alabama. 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:

See attached page.

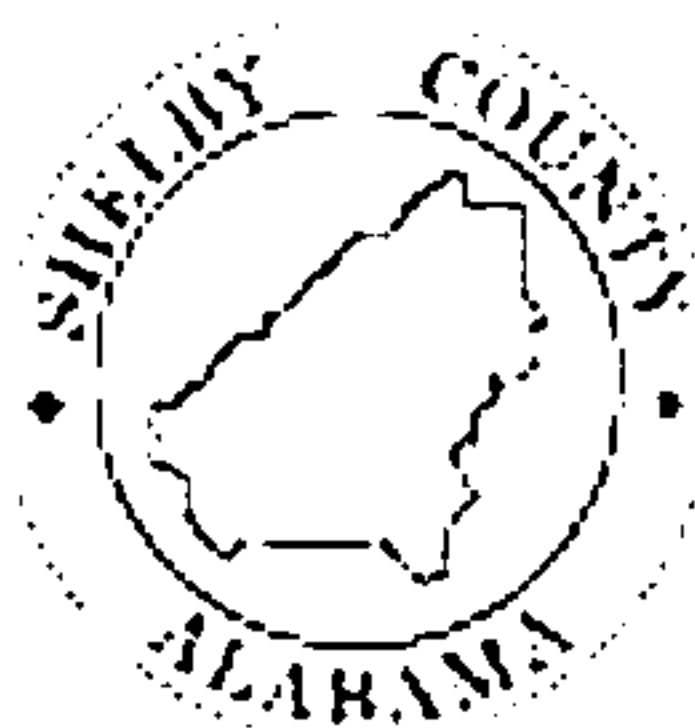
Description of the Shopping Center:

Proposed Lot 1 of Cypress Equities Addition, an addition to the City of Hoover, according to the plat recorded in _____, Page _____ of the Plat Records of Shelby County, Alabama.

A parcel of land situated in the Northeast one-quarter of the Southeast one-quarter of Section 36, Township 18 South, Range 2 West and the Northwest one-quarter of the Southwest one-quarter of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of the Northwest one-quarter of the Southwest one-quarter of Section 31, Township 18 South, Range 1 West and run in a Southerly direction along the west line for a distance of 165.34 feet; thence turn an exterior angle of 90 degrees 17 minutes 26 seconds to the right and run in an Easterly direction for a distance of 419.70 feet; thence turn an interior angle of 75 degrees 55 minutes 04 seconds to the left and run in a Southwesterly direction for a distance of 483.03 feet; thence turn an exterior angle of 165 degrees 36 minutes 34 seconds to the right and run in a Southerly direction for a distance of 152.38 feet; thence turn an interior angle of 90 degrees 00 minutes 00 seconds to the left and run in a Westerly direction for a distance 251.13 feet; thence turn an exterior angle of 103 degrees 37 minutes 16 seconds to the right and run in a Southwesterly direction for a distance of 138.35 feet; thence turn an exterior angle of 194 degrees 10 minutes 07 seconds to the right and run in a Southwesterly direction for a distance of 266.47 feet to a point on a curve to the right, said curve having a radius of 3124.05 feet, a central angle of 00 degrees 44 minutes 02 seconds, an interior angle of 88 degrees 33 minutes 51 seconds to the left to chord for a chord distance of 40.01 feet; thence run along arc of said curve for a distance of 40.01 feet; thence turn an interior angle of 91 degrees 26 minutes 09 seconds to the left from chord and run in a Northeasterly direction for a distance of 189.66 feet; thence turn an exterior angle of 135 degrees 00 minutes 00 seconds to the right and run in a Northwesterly direction for a distance of 46.45 feet; thence turn a exterior angle of 135 degrees 00 minutes 00 seconds to the right and run in a Northwesterly direction for a distance of 673.90 feet; thence turn an interior angle of 180 degrees 41 minutes 41 seconds to the left and run in a Northwesterly direction for a distance of 19.70 feet to a point on the Easternmost right of way line of Cahaba Beach Road; thence turn an interior angle of 89 degrees 49 minutes 43 seconds to the left and run in a Northeasterly direction along said right of way for a distance of 42.66 feet to the point of commencement of a non-tangent curve to the right, said curve having a radius of 1220.03 feet, a central angle of 12 degrees 22 minutes 05 seconds, an interior angle of 173 degrees 53 minutes 33 seconds to the left to chord for a chord distance of 262.85 feet; thence run along arc of said curve and along said right of way for a distance of 263.36 feet; thence turn an interior angle of 173 degrees 43 minutes 12 seconds to the left from chord and run in a Northeasterly direction along said right of way for a distance of 289.69 feet to

the point of commencement of a non-tangent curve to the left, said curve having a radius of 915.84 feet, a central angle of 10 degrees 04 minutes 28 seconds, an exterior angle of 174 degrees 57 minutes 52 seconds to the right to chord for a chord distance of 160.83 feet; thence run along arc of said curve and along said right of way for a distance of 161.03 feet to a point on the North line of the Northeast one-quarter of the Southeast one-quarter of Section 36, Township 18 South, Range 2 West; thence leaving said right of way, turn an interior angle of 122 degrees 20 minutes 33 seconds to the left from chord and run in an Easterly direction along the North line for 242.13 feet to the POINT OF BEGINNING. Said parcel contains 638,712 square feet or 14.66 acres more or less.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
02/27/2015 12:21:15 PM
\$666.50 CHERRY
20150227000061620