

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R.H.C.

MEMORANDUM OF LEASE

SHOPPING CENTERS DEVELOPERS, INC., a Florida corporation ("Landlord") having a place of business at 3000 N. Federal Hwy., Ft. Lauderdale, Florida, hereby leases to ZAYRE CORP.

, a Delaware corporation ("Tenant") having a place of business at One Mercer Road, Natick, Massachusetts, certain store premises and the use of certain parking areas and service areas in conjunction therewith. Said store premises, parking areas and service areas will be constructed by said SHOPPING CENTERS DEVELOPERS, INC. upon Wade Hampton Boulevard and Pine Knoll Drive, Greenville, South Carolina. Said land is described in Exhibit A-1 attached hereto.

Reference is made to Lease of even date herewith between Landlord and Tenant with respect to said store premises, parking areas and service areas. The provisions of said Lease are hereby incorporated in this Memorandum of Lease, including without limitation, the following provisions:

INTERRELATION WITH OTHER PREMISES 2.1 No buildings or structures other than marquees attached to store buildings, lighting equipment, direction signs and other signs permitted by the provisions of this lease may be built in any area of the Shopping Center other than in the areas designated on the Lease Plan as Areas A and B or in Area C if such area is later designated. Parts of any of said areas not used for buildings may be used as parking area, if desired by Landlord or if required for the satisfaction of the parking ratio provided for below. The areas marked "Parking" on the Lease Plan ("the Mandatory Parking Areas") shall at all times be maintained as parking areas and driveways and footways incidental thereto. Such additional areas shall be maintained as parking areas (and driveways and footways incidental thereto) as may be required so that the ratio of parking areas in the Shopping Center to floor area within buildings in the Shopping Center shall not be less than three to one. Floor area shall be counted as in Article 6.1 provided. Such additional areas plus the Mandatory Parking Areas shall be known as "the Parking Areas". The areas marked "Service" on the Lease Plan excepting reasonable areas for loading and unloading adjacent to service doors shall be maintained as service roads ("the Service Roads"). (The Parking Areas, the Service areas and the entrances and exits of the Shopping Center are called "the Common Areas".) Landlord agrees that at all times throughout the term of this lease there will be free and uninterrupted access between each of Wade Hampton Boulevard and Pine Knoll Drive, and the

(Continued on Next Page)

For Plat See Plat Book UUU, Page 171