Prepared by: THE TJX COMPANIES, INC.

Bruce P. Radio Companies, INC.

770 Cochituate Road

Framingham, MA 01701

MEMORANDUM OF LEASE

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THIS MEMORANDUM OF LEASE, made and entered into as of this 15th day of April, 1994, by and between JOHN T. FALLON, STEPHEN G. KASNET, E. LAWRENGE MILLER, W. NICHOLAS THORNDIKE, WILLIAM L. BROWN, DON L. FOOTE and PAUL G. KIRK, JR., not individually but as Trustees of Bradley Real Estate Trust, a Massachusetts Business Trust under Declaration of Trust dated January 27, 1961, (the "Landlord"), and T.J. MAXX OF ILLINOIS, INC., an Illionois corporation (the "Tenant"), provides:

- 1. Lease. The provisions set forth in a written lease between the parties hereto dated April 15, 1994 (the "Lease"), are hereby incorporated by reference in this Memorandum.
- 2. Demised Premises. The Demised Premises are more particularly described as follows:

In Demised Premises consist of a one-story building to be constructed by the Landlord and containing approximately thirty-four thousand four hundred twenty-five (34,425) square feet of floor area having a frontage and width of one hudnred thirty-five (135) feet and other dimensions as shown and labeled T.J. Maxx on the plan attached to the Lease. The Demised Premises are a portion of the Shopping Center land more particularly described in Schodule 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 Fremises which contain an exterior loading area and trash storage area.

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 (is 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 tenth (10th) anniversary thereof.

Tenant shall have the right, at its election, to extend the term of the Lease 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, an extension period cla fraction of a year ending upon the January 31st next following the expirition of the original term, or the original term as previously extended, as the case may be. Such extension shall be granted upon the terms and conditions set forth in the Lease.

- 4. Commencement Date. An "Opening Day" shall be any Moncay through Friday (except for legal holidays) between April 1 and the following May 15, and between August 20 and the following November 1. The "Commencement Date" shall be the first Opening Day after the later to occur of the following dates:
 - (1) the ninetieth (90th) day after both the completion of Landlord's Construction Work and the receipt by Tenant of notice thereof from Landlord; and
 - (2) the ninetieth (90th) day after stores shall open for business to customers in the Shopping Center under the names Omni and Best Buy containing not less than eighty-two thousand (82,000) and twenty-five thousand (25,000) square feet of floor area, respectively (collectively "the Inducement Tenants") under leases for terms having not less than six (6) years thereafter remaining, which shall be non-cancellable except for events such as are set forth in



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Articles X, XI and XIII hereof, and satisfactory evidence of all of the foregoing shall have been delivered to Tenant; and

- (3) the ninetieth (90th) 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 this 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 thirtieth (30th) day after Landlord shall have delivered to Tenant the necessary governmental parmits and approvals for Tenant's interior and exterior signs, as well as Tenant's identification panel on the Pylon Sign, all as provided in Section 9.2 below and Paragraph 3 of Schedule B hereof; and
 - (6) August 1, 1994.

Notwiths anding anything in the Lease contained to the contrary, if the Demisca Fremises shall be formally opened for business with customers prior to the Commandement Date determined as above provided, such date of formal opening shall be the Commoncement Date.

5. Addresses.

Landlord:

c/o Bradley Real Estate Trust 270 Boylston Street Boston, Massachusetts 02116 /ttn: Tom D'Arcy

Tenant:

T.J. Maxx of Illinois, Inc.
Post Office Box 9123
770 Cochicuate Road
Framingnam, Massachusetts 01701
Attn: Vice President
Real Estate

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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.

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

WITNESSES:

LANDLORD:

JOHN T. FALLON, STEPHEN G. KASNET, E. LAWRENCE MILLER, W. NICHOLAS THORNDIKE, WILLIAM L. BROWN, DON L. FOOTE and PAUL G. KIRK, JR., not individually but as Trustees of Bradley Real Estate Trust, a Massachusetts Business Trust under Declaration of Trust dated January 27,

WITNESSES:

TI NANT:

T.J. MAXX OF ILLINOIS, INC. an 11 inois corporation

Jay Jay A. Me Secretary

Donald G. Campbell Vice President

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STATE OF Mariachurette;	* .	
CITY/COUNTY OF Juffack) SS.		
The foregoing instrument was acknowledged be	fore me	this

Cetale Trust on behalf of Baduil My Commission Expires:

> DONNA J. MACAULEY NOTARY PUBLIC MY COMMISSION EXPIRES OCT, 28, 1996

COMMONWEAL! H OF MASSACHUSETTS SS. COUNTY OF MIDDLESEX

The foregoing astrument was acknowledged before me this . 5+h day of May , 1974 by Jay H. Meltzer and Steven Wishner, Senior Vice President and Secretary and Vice President, Finance - Treasurer, ice mies.

My respectively, of The TJX Companies, Inc., on behalf of the corporation.

My Commission Expires: 9/21/2000

Michelle Verna Sebio Commission Expires 9/22/2000

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SCHEDULE A

The Demised Premises consist of a one-story building, to be constructed by Landlord as herein provided, and contain thirty-four thousand four hundred twenty-five (34,425) square feet of floor area having a frontage and width of one hundred thirty-five (135) feet and other dimension 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 T.J. Maxx on the Lease Plan. The Lease Plan shall not be modified in any way without Tenant's consent, which may be withheld at Tenant's sole and absolute discretion. 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 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 rame of the Shopping Center shall not contain the tradename of any business operated in the Shopping Center.

The Demised Premises are situated within the so-called Rivercrest Shopping Center, constructed by Landlord as herein provided, at the southwest corner of the intersection of Cal Sag and Cicero (Cal Sag herein referred to as "the Main Street") in Crestwood, Illinois. 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:

> ipt nad. (legal (escription)

See Attarned.

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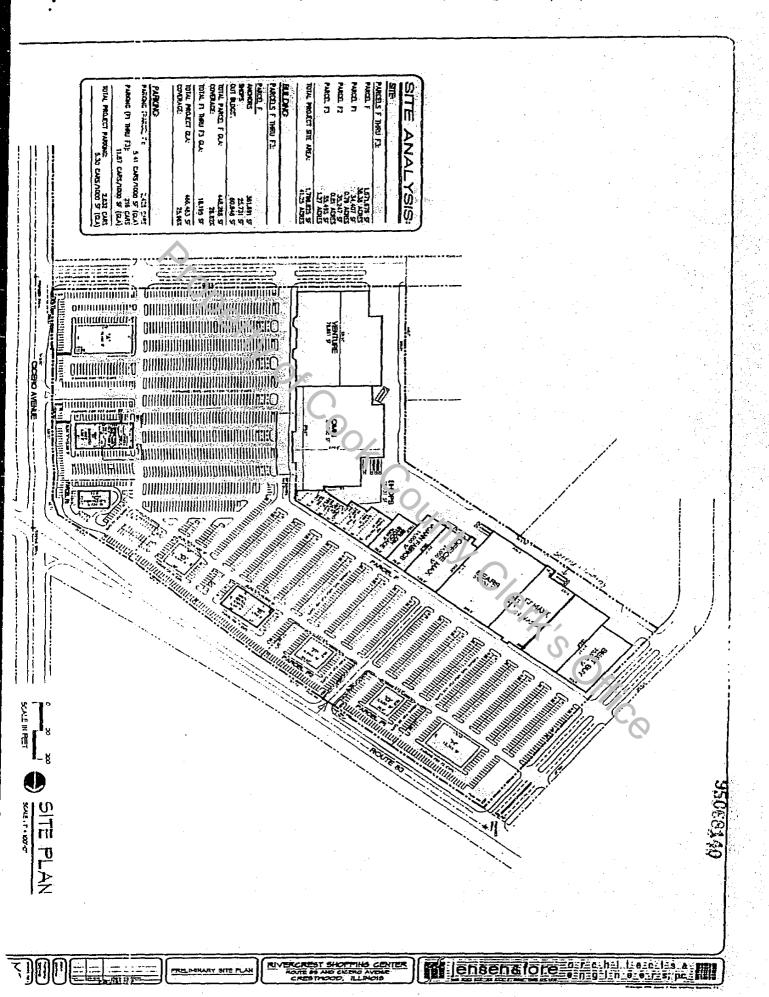
LEGAL DESCRIPTION

That part of the East 1/2 of Section 33, Township 37 North, Range 13 East of the Third Principal Meridian, bounded and described as follows. Commencing at the Southwest corner of the Northeast 1/4 of said Section 33; thence North 0'-12'-49" West 569.14 feet along the West line of said Northeast 1/4; thence South 51'-18'-100" East 140.55 feet along a line drawn 815:38 feet Southwesterly 0f and parallel with the Southwesterly line of Calumet Sag Road; thence South 38'-47'-00" West 50.00 feet, thence South 51'-18'-00" East 620.25 feet; thence North 38'-42'-00" East 50.00 feet, to the point of beginning of the property herein described; thence South 51'-18'-00" East 1063.85 feet, to a point In a line drawn 1096.00 feet West of and parallel with the East line of the Southeast 1/4 of said Section 33; thence South 718.04 feet along said parallel line, to the South line of the North 80.00 feet of the South 1/2 of said Southeast 1/4 of Section 33; thence South 718.04 feet along said parallel line, to the South line, to the South 89'-46'-03" East 546.01 feet along said South line, to the West Ine of Lot 1 in Arthur T. McIntosh and Company's Cicero Avenue Farms, being a subdivision of part of said South 1/2 of the Northwest corner of Lot 1 in said Arthur T. McIntosh and Company's Cicero Avenue; thence North 309.19 feet along said West line of Cicero Avenue; thence North 309.19 feet along said West line of Cicero Avenue; thence North 309.19 feet along said West line of Cicero Avenue; thence North 51'-18'-19" West, to the Southwesterly and whose chord bears North 1'-15'-19" West, to the West line of Cicero Avenue; thence North 1'-15'-19" West, to the Southwesterly line of said Calumet Sag Road; thence North 52'-29'-08" Mest 292.02 feet along said Southwesterly line of said Calumet Sag Road; thence North 52'-29'-00" East 3.38 feet, thence North 51'-18'-00" West 35'-38 feet along the Southwesterly line of said Calumet Sag Road; thence North 18'-42'-00" East 3.38 feet, to the herein designaled noint of beginning; all in Cook C

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THIS PROPERTY INDEX NUMBER IS BEING PROVIDED AT THE RUSTOMER OF OUEST. THE STRICE OF THE RECORDER OF DEEDS DISCLAIMS ALL LINCOLLY ON RESPONSIBILITY FOR ANY ERROR OR INACCURACY IN THE NUMBER. THE CUSTOMER ACCEPTS ALL RESPONSIBILITY FOR THE CORRECTNESS OF THIS TRUPERTY INDEX RUMBER.

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