

64,680 per year

STATE OF ALABAMA)
COUNTY OF SHELBY)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made this 31st day of May, 1996, between MARIANNE E. BRUNO, whose address is 1212 South Cove Lane, Birmingham, Alabama 35216, as the Landlord, and BIG B, INC., Post Office Box 10168, Birmingham, Alabama 35202, as the Tenant, as follows:

Inst # 1996-17638

WITNESSETH:

1. That the Landlord and the Tenant entered into a Lease Agreement dated April 16, 1996 (hereinafter referred to as the "Lease"), of the following described premises:

That certain store building, approximately 77 feet in width and 120 feet in depth, containing approximately 9,240 square feet measuring from center line to center line, a loading dock and pharmacy drive-through with extended roof as shown on Exhibit A attached hereto, and the land on which the same shall stand (hereinafter collectively referred to as the "demised premises"), which store building and related improvements are located in a shopping center known as Helena Shopping Center (hereinafter the "Shopping Center"), in the City of Helena, County of Shelby, State of Alabama, the legal description of the Shopping Center being attached hereto as Exhibit A and made a part hereof by reference.

2. The term of the Lease is fifteen (15) years, commencing on June 1, 1996. Tenant has the right to extend said lease term for three (3) successive extension periods of five (5) years each.

3. The Lease contains a provision giving the Tenant the exclusive right to operate a retail super drug store engaged in the sale of drug items, and drugs prepared and compounded from prescriptions of medical doctors, sale of other general merchandise, commodities and services, and such other articles commonly sold in other super drug stores in the State of Alabama, in the Shopping Center and any enlargement thereof. Landlord further covenants and agrees that it will not directly or indirectly lease or rent any property located within the shopping center or within any enlargement thereof, in any out-parcel, or in any other property contiguous to the Shopping Center or located within 5,000 feet of any exterior boundary of the Shopping Center which is owned, directly or indirectly, by Landlord, for occupancy as a retail drug store, unless leased to Tenant, nor will the Landlord permit any tenant or occupant of any such property to sublet in any manner, directly or indirectly, any part thereof to any person, firm or corporation

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engaged in any such business without written permission of the Tenant. Landlord further covenants and agrees that it will not, directly or indirectly, permit any tenant, subtenant or other occupant in the shopping center, or in any enlargement thereof, or in any property contiguous to the shopping center which is owned, directly or indirectly, by Landlord, to engage in the sale of drugs and drug items prepared and compounded from prescriptions of medical doctors.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be executed by their respective officers duly authorized on the day and year first above written, for the purpose of providing an instrument for recording with the Office of the Judge of Probate of Shelby County, Alabama, in accordance with the provisions of Alabama Code § 35-4-6 (1975), as amended.

"LANDLORD:"

Marianne E. Bruno (SEAL)
Marianne E. Bruno

"TENANT:"

BIG B, INC., an Alabama corporation

By: *S. Steven Taylor* (SEAL)
S. Steven Taylor
Its Vice President

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Marianne E. Bruno, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31 day of May, 1996.

Locher J. Sindler
Notary Public

My Commission Expires: 10/19/99

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that S. Steven Taylor, whose name as Vice President of Big B, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 31st day of May, 1996.

Lou M. Foraker
Notary Public

My Commission Expires: 8-14-99

This instrument was prepared by
MARJORIE O. DABBS
MARTIN, DRUMMOND & WOOSLEY, P.C.
2204 Lakeshore Dr., Ste. 130
BIRMINGHAM, ALABAMA 35209

HELENA

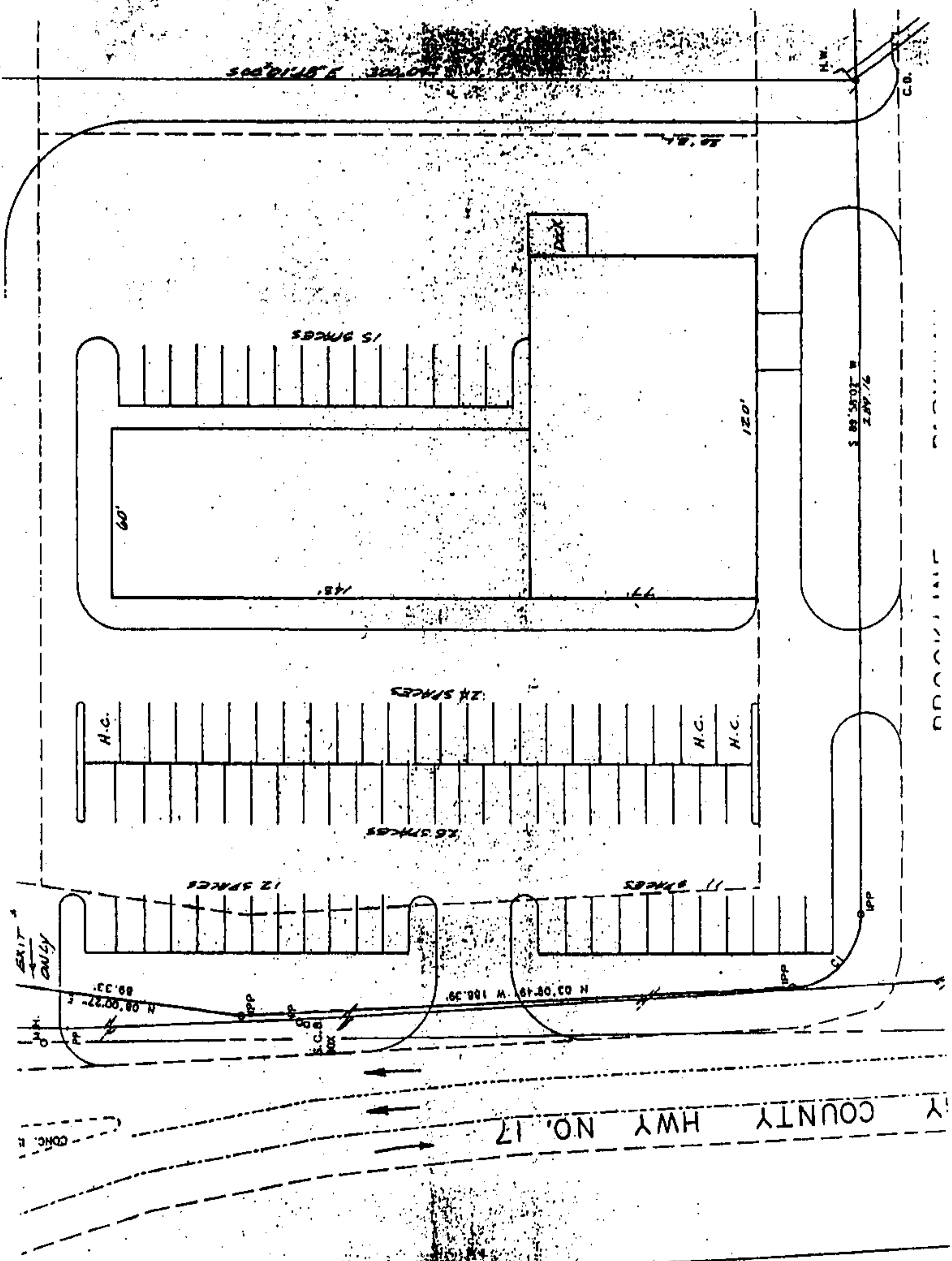


EXHIBIT 'A'

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EXHIBIT A

A part of the NE 1/4 of the SE 1/4 of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows: Commence at the NW corner of said NE 1/4 of the SE 1/4, thence N 89° 58' 53" E 22.26 feet, along the half mile line to the point of beginning; thence N 89° 58' 53" E 312.00 feet, along said half mile line; thence S 0° 01' 48" E 300.09 feet, to a point on the north right of way line of Brookline Parkway; thence S 89° 58' 03" W 289.16 feet, along said right of way line; thence along said right of way line along the arc of a curve concave northeasterly having a radius of 24.98 feet, an arc length of 37.88 feet to a point on the east right of way of Shelby County Highway No. 17; thence N 3° 09' 49" W 188.39, along said right of way line; thence N 8° 00' 27" E 89.33 feet, to the point of beginning.

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