

**THIS INSTRUMENT PREPARED BY and
AFTER RECORDING RETURN TO:**

Liechty & McGinnis, P.C.
10440 N. Central Expressway, #1100
Dallas, Texas 75231
Attn: Barry D. Irwin, Esq.

STATE OF ALABAMA :
: **ss.**
COUNTY OF SHELBY :

MEMORANDUM OF LEASE

THIS IS A MEMORANDUM OF LEASE by and between **WEC 2000A-1 LLC**, a Delaware limited liability company ("Landlord"), and **BIG B, INC.**, an Alabama corporation ("Tenant"). Landlord has demised and let to Tenant, and Tenant has taken and leased from Landlord the premises herein described for the term herein stated, for the rent and upon the terms and conditions of that certain Lease, by and between Landlord and Tenant of even date herewith (as the same may hereafter be amended, modified, supplemented or restated, the "Lease") upon the following terms:

Landlord: **WEC 2000A-1 LLC**
 c/o The Staubach Company
 15601 Dallas Parkway, Suite 400
 Addison, Texas 75001

Tenant: **BIG B, INC.**
 c/o CVS Corporation
 One CVS Drive
 Woonsocket, Rhode Island 02895

Date of Lease: **Dated as of August 1, 2000**
 Copies of Lease are on file in offices of Landlord and Tenant

**Description
Of Leased
Premises:** **See Exhibit "A" attached hereto**

**Date of
Commencement
Of Term:** **September 27, 2000**

**Date of
Expiration
Of Term:** **January 31, 2023**

Inst # 2000-35577

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Renewal

Options: Tenant has options for up to ten (10) renewal terms of five (5) years each (except that one such renewal term shall be for a period of not to exceed two (2) years and six (6) months), as provided in the Lease.

Right of First

Refusal: To exercise a right of first refusal during any Extension Period, as provided in the Lease.

The Lease does not provide an option for Tenant to purchase the Leased Premises. The Lease does not provide for the right of Tenant to expand the Leased Premises.

Notice is hereby given that Landlord shall not be liable for any labor, services or materials furnished or to be furnished to Tenant, or to anyone holding any of the Leased Premises through or under Tenant, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interest of landlord in and to any of the Leased Premises.

The purpose of this Memorandum of Lease is to give record notice of the Lease and the rights created thereby, all of which are hereby confirmed and this shall not have the effect of in any way modifying, supplementing or abridging the Lease or any of its provisions as the same are now or may hereafter be in force and effect.

Landlord and Tenant acknowledge that the information contained therein is true and correct and that they intend to place this Memorandum of record for the purpose of giving public notice of the Lease in accordance with Sections 35-4-6 and 35-4-51.1, *Code of Alabama*, 1975.

IN WITNESS WHEREOF the parties have executed this Memorandum of Lease under seal as of August 1, 2000.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

LANDLORD'S SIGNATURE PAGE

Attached to and made a part of this Memorandum of Lease dated as of August 1, 2000

Between:

WEC 2000A-1 LLC, Landlord

and

BIG B, INC., Tenant

Premises:

CVS Store No.: 4864

Location: Birmingham, Alabama

WEC 2000A-1 LLC,
a Delaware limited liability company

By: _____ (SEAL)

Name: Greg L. England

Title: Vice President

STATE OF TEXAS

§

§

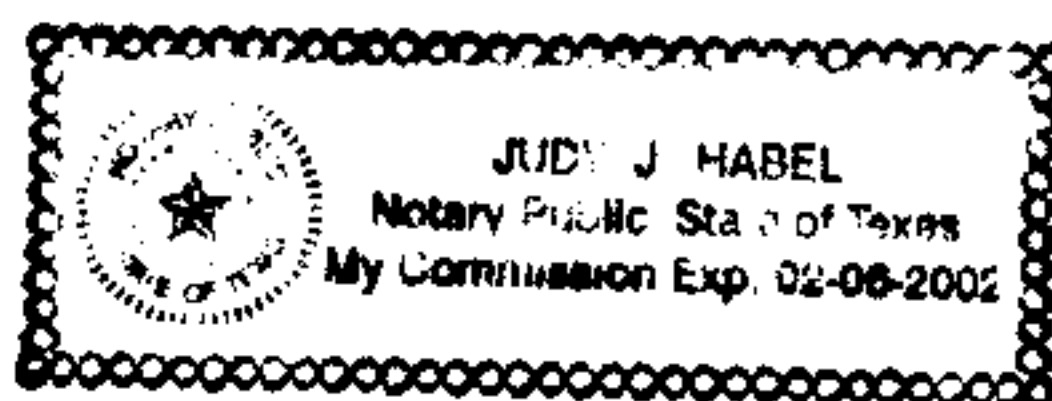
COUNTY OF DALLAS

§

I, Judy J Habel, a notary public in and for said county in said state, hereby certify that Greg L. England, whose name as the Vice President of WEC 2000A-1 LLC, a Delaware limited liability company, 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 such instrument, he, as such Vice President and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 31st day of August, 2000.

[Notarial Seal]



Judy J Habel

Notary Public

Commission Expires: _____

TENANT'S SIGNATURE PAGE

Attached to and made a part of this Memorandum of Lease dated as of August 1, 2000

Between:

WEC 2000A-1 LLC, Landlord

and

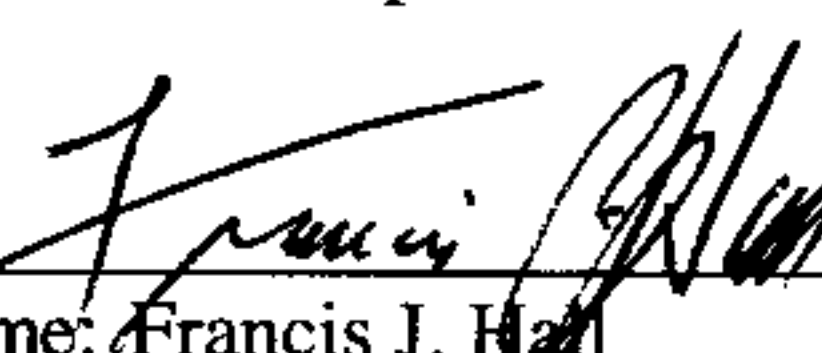
BIG B, INC., Tenant

Premises:


CVS Store No.: 4864

Location: Birmingham, Alabama

BIG B, INC.,
an Alabama corporation

By:  (SEAL)
Name: Francis J. Hall
Title: Vice President

STATE OF RHODE ISLAND §
§
COUNTY OF PROVIDENCE §

I, , a notary public in and for said county in said state, hereby certify that Francis J. Hall, whose name as the 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this  day of August, 2000.

[Notarial Seal]


Notary Public
Commission Expires: _____

EXHIBIT A

BIRMINGHAM, ALABAMA
STORE NO. 4864
WEC 2000A-1 LLC

Parcel I:

A parcel of land located in the East half of the Southeast quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said Southeast quarter of Section 36 and run north along the West line of same 770.80 feet; thence right $119^{\circ}08'28''$ and run Southeasterly 257.20 feet; thence left $90^{\circ}04'42''$ and run Northeasterly 1,495.98 feet to a point on the Southwesterly right of way of U. S. Highway #280; thence right $89^{\circ}57'31''$ and run Southeasterly along said right of way 777.61 feet; thence right of $44^{\circ}58'43''$ and continue Southeasterly along said right of way 34.90 feet to the point of beginning of the herein described Site "C"; thence continue along last described course 21.70 feet to a point on the Northwesterly right of way of Shelby County Highway #17 (Valleydale Road); thence right $44^{\circ}58'43''$ and run Southwesterly along said right of way 193.86 feet to the point of curve of a curve to the right having a radius of 1,387.42 feet and a central angle of $7^{\circ}21'35''$; thence run Southwesterly along the arc of said curve and right of way 178.22 feet to a point of intersection with a curve to the right having as radius of 72.14 feet and a central angle of $72^{\circ}45'42''$; thence right $20^{\circ}54'23''$ from the tangent behind to the tangent ahead and run southwesterly along the arc of said curve 91.61 feet to the point of tangent; thence run Northwesterly along tangent 6.69 feet to the point of curve of a curve to the right having a radius of 113.50 feet and a central angle of $39^{\circ}00'54''$; thence run Northwesterly along the arc of said curve 77.29 feet to the point of tangent; thence run Northwesterly along tangent 200.89 feet; thence right 90° and run Northeasterly 357.84 feet to the point of beginning.

Also described as:

A parcel of land situated in the Southeast Quarter of Section 36, Township 18 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said Southeast Quarter of Section 36 and run Northeasterly along the Westerly line thereof for a distance of 770.80 feet to a found $\frac{3}{4}$ " rebar; thence turn a deflection angle to the right of $119^{\circ}08'28''$ and run Southeasterly for a distance of 257.20 feet to a found 1" crimped iron; thence turn a deflection angle to the left of $90^{\circ}04'42''$ and run Northeasterly for a distance of 1495.98 feet to a found 1" crimped iron on the Southwesterly right of way of U.S. Highway 280; thence turn a deflection angle to the right of $89^{\circ}58'11''$ and run Southeasterly along said right of way for a distance of 777.55 feet; thence turn a deflection angle to the right of $44^{\circ}59'08''$ and

continue Southeasterly along said right of way for a distance of 34.90 feet to the Point of Beginning; thence continue along last described course for a distance of 21.70 feet to a point on the Northwesterly right of way of Shelby County Highway No. 17 (Valleydale Road); thence turn a deflection angle to the right of $44^{\circ}58'43''$ and run Southwesterly along said right of way for a distance of 193.86 feet to the point of curvature of a curve to the right having a radius of 1387.42 feet and a central angle of $7^{\circ}21'35''$; thence continue along the arc of said curve and along said right of way for a distance of 178.22 feet to the point of intersection of said arc with a curve to the right having a radius of 72.14 feet and a central angle of $72^{\circ}45'42''$; thence turn a deflection angle to the right of $20^{\circ}54'23''$ from the tangent back to the tangent ahead and leaving said right of way, run Southwesterly along the arc of said curve for a distance of 91.61 feet to the point of tangency thereof; thence Northwesterly along a line tangent to last described course for a distance of 6.69 feet to the point of curvature of a curve to the right having a radius of 113.50 feet and a central angle of $39^{\circ}00'54''$; thence continue along the arc of said curve for a distance of 77.29 feet to the point of tangency thereof; thence continue Northwesterly along a line tangent to last described course for a distance of 200.88 feet; thence turn a deflection angle to the right of $90^{\circ}00'00''$ and run Northeasterly for a distance of 357.84 feet to the Point of Beginning.

Parcel II:

Together with Easement Agreement recorded as Instrument #1999-49910, as affected by Corrective Easement Agreement recorded with Shelby County Judge of Probate on July 5, 2000 as Instrument No. 2000-22003.

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