

THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:

Lorne O. Liechty, Esq.  
Liechty & McGinnis, LLP  
11910 Greenville Avenue, Suite 400  
Dallas, Texas 75243



20090819000320110 1/5 \$4841.00  
Shelby Cnty Judge of Probate, AL  
08/19/2009 02:57:07 PM FILED/CERT

STATE OF ALABAMA       §  
                                  §       ss.  
COUNTY OF SHELBY     §

**MEMORANDUM OF LEASE**

THIS IS A MEMORANDUM OF LEASE by and between **SCP 2009-C32-001 LLC**, a Delaware limited liability company ("Landlord"), and **ALABAMA CVS PHARMACY, L.L.C.**, an Alabama limited liability company ("Tenant"). For good and valuable consideration, 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:       SCP 2009-C32-001 LLC  
                  2525 Fairmount Street, Suite 200  
                  Dallas, Texas 75201  
                  Attn: Greg Lovasz

Tenant:         Alabama CVS Pharmacy, L.L.C.  
                  c/o CVS Caremark Corporation  
                  One CVS Drive  
                  Woonsocket, Rhode Island 02895

Date of Lease:   Dated as of June 19, 2009  
                  Copies of the Lease are on file in the offices of Landlord and Tenant

Description  
of Leased  
Premises:       See Exhibit A attached hereto

Date of  
Commencement  
of Term:        June 26, 2009

Date of  
Expiration  
of Term:        July 31, 2034

Renewal  
Options:         Tenant has options for up to ten (10) Extension Periods of five (5) years each, as provided in the Lease.

Right of First

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

Other than the Right of First Refusal, 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 amending, modifying, supplementing or abridging the Lease or any of its provisions as the same are now or may hereafter be in force and effect. In the event of any conflict between the provisions of the Lease and this Memorandum of Lease, the provisions of the Lease shall prevail.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease under seal as of June 19, 2009.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



20090819000320110 2/5 \$4841.00  
Shelby Cnty Judge of Probate, AL  
08/19/2009 02:57:07 PM FILED/CERT

**LANDLORD'S SIGNATURE PAGE**

Attached to and made a part of this Memorandum of Lease dated as of June 19, 2009.

Between:

**SCP 2009-C32-001 LLC, Landlord**

and

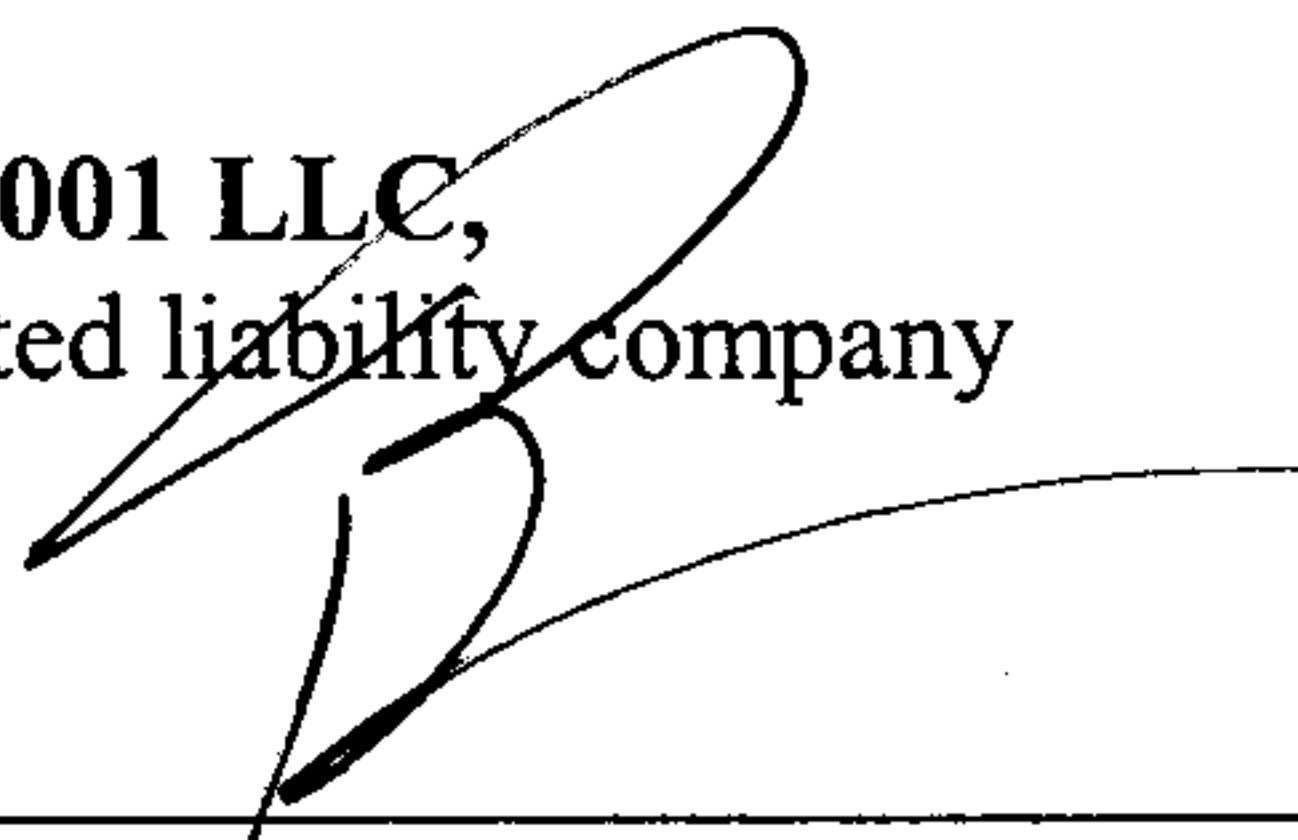
**ALABAMA CVS PHARMACY, L.L.C., Tenant**

Premises:

CVS Store No. 467

Location: Calera, Alabama

**SCP 2009-C32-001 LLC,**  
a Delaware limited liability company

By:   
Brett L. Landes, President

STATE OF TEXAS

§

§

SS.

COUNTY OF DALLAS

§

Shelby County, AL 08/19/2009

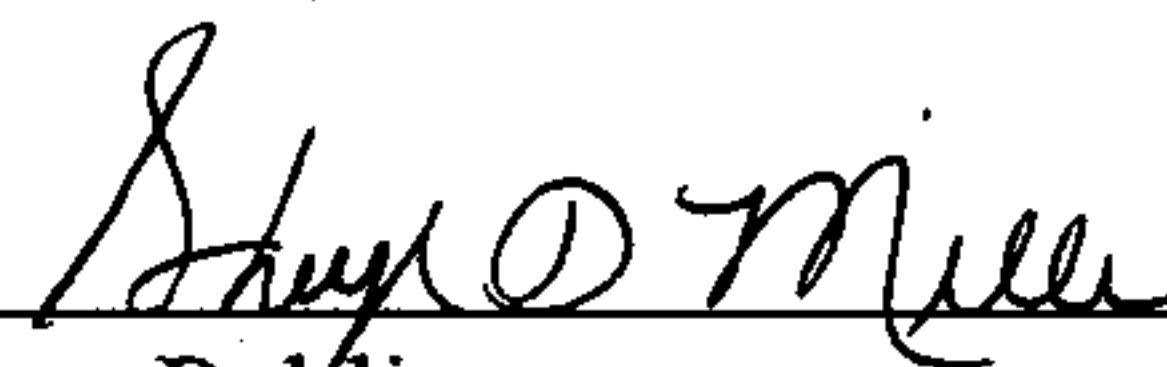
State of Alabama

Deed Tax : \$4818.00

I, Sheryl D. Miller, a notary public in and for said county in said state, hereby certify that Brett L. Landes, whose name as the President of SCP 2009-C32-001 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 officer 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 15 day of June, 2009.



  
Notary Public

My commission expires: 1/5/11





**TENANT'S SIGNATURE PAGE**

Attached to and made a part of this Memorandum of Lease dated as of June 19, 2009.

Between:

**SCP 2009-C32-001 LLC, Landlord**

and

**ALABAMA CVS PHARMACY, L.L.C., Tenant**

Premises:

CVS Store No. 467

Location: Calera, Alabama

**ALABAMA CVS PHARMACY, L.L.C.,**  
an Alabama limited liability company

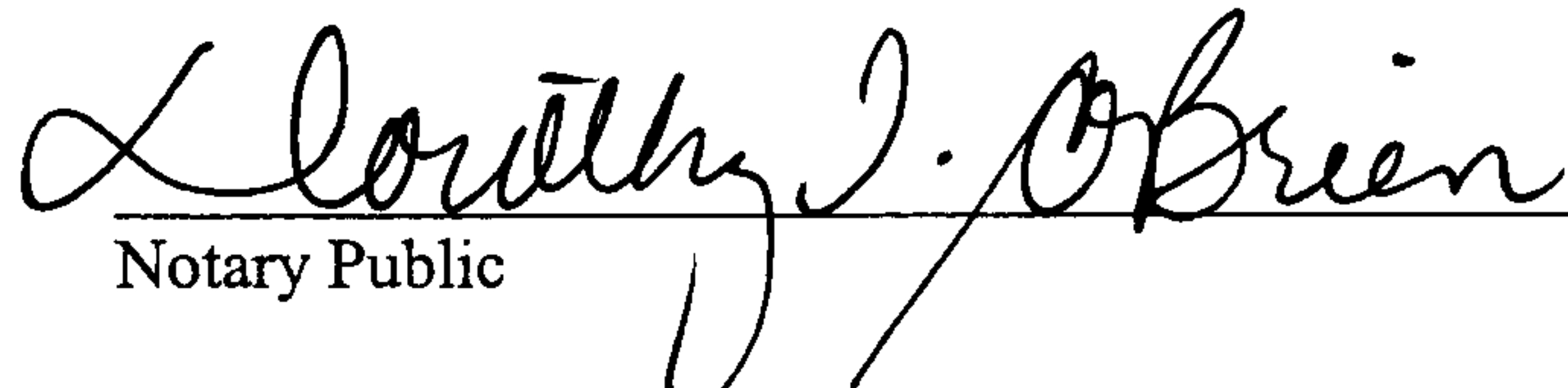
By:  (SEAL)  
Robert T. Marcello, Vice President

STATE OF RHODE ISLAND §  
§ ss.  
COUNTY OF PROVIDENCE §

I, Dorothy T. O'Brien, a notary public in and for said county in said state, hereby certify that Robert T. Marcello, whose name as the Vice President of ALABAMA CVS PHARMACY, L.L.C., an Alabama 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 15 day of June, 2009.

[Notary Seal]

  
Notary Public

My commission expires: \_\_\_\_\_

Dorothy T. O'Brien  
Notary Public  
State of Rhode Island  
My Commission Expires 08/15/2009


  
20090819000320110 4/5 \$4841.00  
Shelby Cnty Judge of Probate, AL  
08/19/2009 02:57:07 PM FILED/CERT

Store No. 467  
Calera, Alabama

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 1 of "Lot 1 & 2 CVS Addition to Calera Subdivision," recorded in Map Book 40, page 52,  
Deed Records of Shelby County, Alabama.

  
20090819000320110 5/5 \$4841.00  
Shelby Cnty Judge of Probate, AL  
08/19/2009 02:57:07 PM FILED/CERT