

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

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

STATE OF ALABAMA §
 § ss.
COUNTY OF SHELBY §

MEMORANDUM OF LEASE

THIS IS A MEMORANDUM OF LEASE by and between **SCP 2010-C36-002 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 2010-C36-002 LLC
 c/o Benderson Property Development, Inc.
 8441 Cooper Creek Boulevard
 University Park, Florida 34201
 Attn: Randy Benderson

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 December 1, 2010
 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: December 17, 2010

Date of
Expiration
of Term: January 31, 2036

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

Shelby County, AL 02/08/2011
State of Alabama
Deed Tax: \$3519.50


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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 December 1, 2010.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

LANDLORD'S SIGNATURE PAGE

Attached to and made a part of this Memorandum of Lease dated as of December 1, 2010.

Between:

SCP 2010-C36-002 LLC, Landlord

and

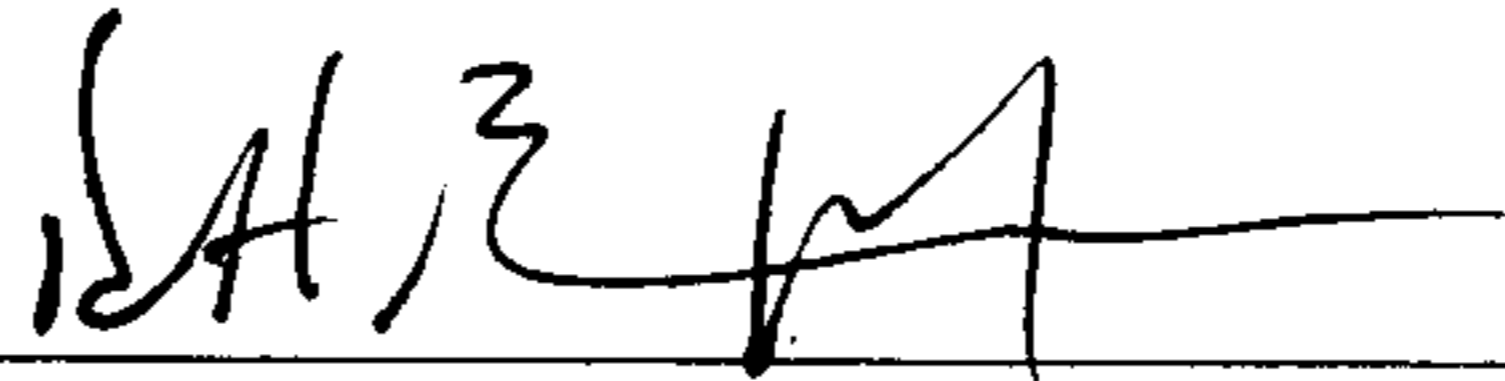
ALABAMA CVS PHARMACY, L.L.C., Tenant

Premises:

CVS Store No. 4866

Location: Columbiana, Alabama

SCP 2010-C36-002 LLC,
a Delaware limited liability company

By: 
David H. Baldauf, President

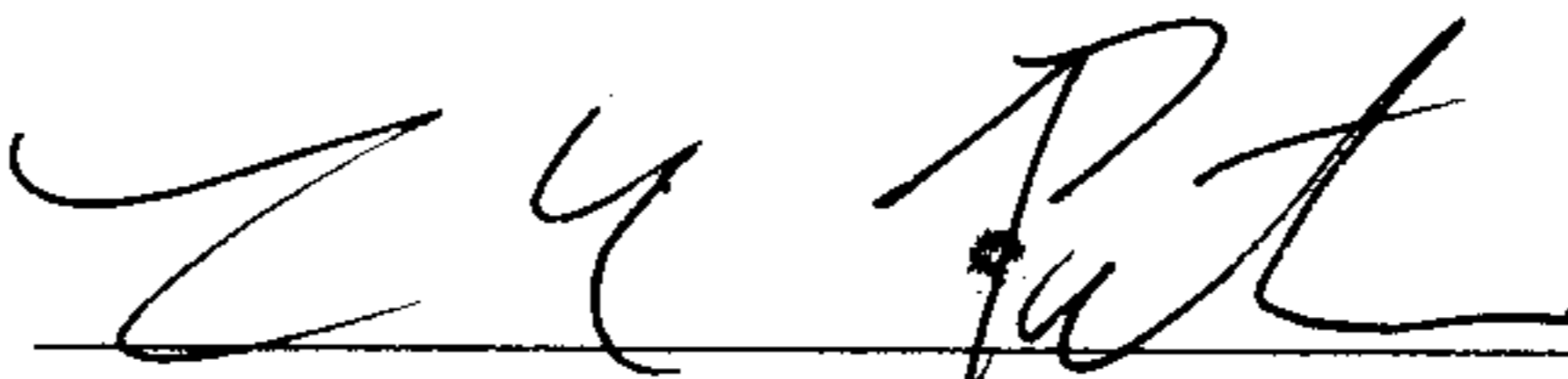

COMMONWEALTH OF MASSACHUSETTS §
§ ss.
COUNTY OF SUFFOLK §


Lauren E. Peter

I, _____, a notary public in and for said county in said state, hereby certify that David H. Baldauf, whose name as the President of SCP 2010-C36-002 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 8 day of December, 2010.

[Notary Seal]


Notary Public
My commission expires  Lauren E. Peter
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 25, 2013


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TENANT'S SIGNATURE PAGE

Attached to and made a part of this Memorandum of Lease dated as of December 1, 2010.

Between:

SCP 2010-C36-002 LLC, Landlord

and

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

Premises:

CVS Store No. 4866

Location: Columbiana, Alabama

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

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

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

I, Mary Alice Kleiber, 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 7 day of December, 2010.

[Notary Seal]


Notary Public

My commission expires

Mary Alice Kleiber
Notary Public
State of Rhode Island
My Commission Expires 03/13/2012



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Store No. 4866
Columbiana, Alabama

EXHIBIT A

LEGAL DESCRIPTION

All that certain tract of land as shown as "CVS Tract" on the plat entitled "Consolidation Plat for CVS 4886 AL., L.L.C.," dated April 19, 2010, and recorded in Map Book 41, page 128, in the Probate Office of Shelby County, Alabama.


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