



20121106000427660 1/6 \$8469.50
Shelby Cnty Judge of Probate, AL
11/06/2012 03:42:38 PM FILED/CERT

**SHORT FORM MEMORANDUM
NOTICE OF LEASE
(Store 10181)**

Notice is hereby given of the Lease hereinafter described

PARTIES TO LEASE:

LANDLORD:

ORANGE – HOOVER, LLC,
an Alabama limited liability company
1200 Corporate Drive, Suite G-50
Birmingham, AL 35242

TENANT:

ALABAMA CVS PHARMACY, L.L.C.,
an Alabama limited liability company
One CVS Drive
Woonsocket, RI 02895

DATE OF EXECUTION OF LEASE:

October 22, 2012

TERM OF LEASE:

The term shall commence on the Commencement Date in the manner and condition provided in the Lease, and shall expire 25 Lease Years from the “Date of Rent Commencement” (as defined in the Lease), plus any months necessary to have the term expire on the next January 31st; all subject to all terms and conditions of the Lease.

The first Lease Year shall be the period from the Commencement Date through the last day of the calendar month in which the first anniversary of the Date of Rent Commencement occurs. Subsequent Lease Years shall be periods of 12 months each (except that the final Lease Year of the Initial Term shall be extended to the immediately subsequent January 31 as aforesaid).

As used in the Lease, “Term” shall include the Initial Term and any Renewal Period exercised pursuant to Article 3 of Part II of the Lease.

DESCRIPTION OF PREMISES:

The Premises consists of that certain parcel of land situated at the southeast corner of Highway 280 and Highway 119, Hoover, Shelby County, Alabama, and more particularly described in the legal description set forth in **Schedule 1** hereto, together with all improvements

-I-

Hoover, AL (10181)
(RKH) 10-16-12

Shelby County, AL 11/06/2012
State of Alabama
Deed Tax: \$8442.50

located thereon, and together with any and all appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto and existing improvements. Pursuant to the terms of the Lease, Landlord shall construct upon the Premises that certain building containing approximately 12,900 rentable square feet of space as depicted on **Exhibit A** to the Lease (the "Building").

OPTIONS TO EXTEND LEASE:

The Lease, at the option of the Tenant exercised by written notice to the Landlord, given not less than 180 days prior to the expiration of the initial term or the expiration of any extension period may be extended for 6 immediately successive periods of 5 years each.

EXCLUSIVE:

(a) If Landlord, or any of Landlord's Affiliates (as defined in the Lease), hold or acquire any interest in any land located within one-half (1/2) mile of the Premises (whether accomplished directly by direct ownership, or indirectly through the use of leases, cross-easement agreements or similar documents) (collectively any "Other Premises"), during the Term, Landlord agrees that (unless any Other Premises are already so leased and/or used) Landlord shall not allow any Other Premises to be leased or to be used for a health and beauty aids store, a greeting card and gift store, a candy store, a store offering one-hour or other on-site photo processing, a vitamin store, a pharmacy mail order facility, a drug store, a pharmacy prescription department, retail health center, and/or a discount, 99 cents store or "dollar" store which sells general merchandise (a "Dollar Store"). Examples of a Dollar Store (without limiting such Dollar Stores only to those listed) are stores such as Fred's, Dollar Store, Dollar General, or Family Dollar.

(b) As used in this Lease: the term "pharmacy prescription department" shall include the dispensing, distribution or furnishing of prescription drugs for a fee or profit or a facility which accepts prescriptions from customers which are filled elsewhere and delivered to the customer. The distribution or furnishing of free samples of prescription drugs by physicians, dentists, other health care practitioners, or entities such as clinics or health maintenance organizations, shall not be deemed a "pharmacy prescription department"; and a "health and beauty aids store" shall mean a store which devotes more than five percent (5%) of its retail selling space to the display and sale of health and beauty aids.

RIGHT OF FIRST OFFER:

If at any time during the Term of this Lease Landlord shall desire to seek to sell all or any portion of the Premises, Landlord shall offer in writing to sell the Premises to Tenant. Tenant shall have 30 days in which to respond to Landlord's offer. If Tenant elects to accept any such offer, then within 20 days thereafter, Tenant and Landlord shall execute an appropriate purchase

and sale agreement incorporating the aforesaid terms and an appropriate termination agreement with respect to this Lease. If Tenant elects not to accept Landlord's offer, then Landlord may sell the Premises or portion offered to Tenant free of the right of first offer (but subject to the immediately succeeding sentence). If thereafter Landlord desires to sell the Premises on materially different terms from that offered to Tenant (including decreasing the purchase price to a purchase price of less than 95% from that offered to Tenant), Landlord shall again offer the Premises to Tenant as aforesaid but on such modified terms.

MISCELLANEOUS:

This instrument is only a brief summary of certain provisions for the purpose of giving notice of the Lease and is not deemed to amend the Lease in any respect. Reference is hereby made to the Lease for a more complete description of the terms.

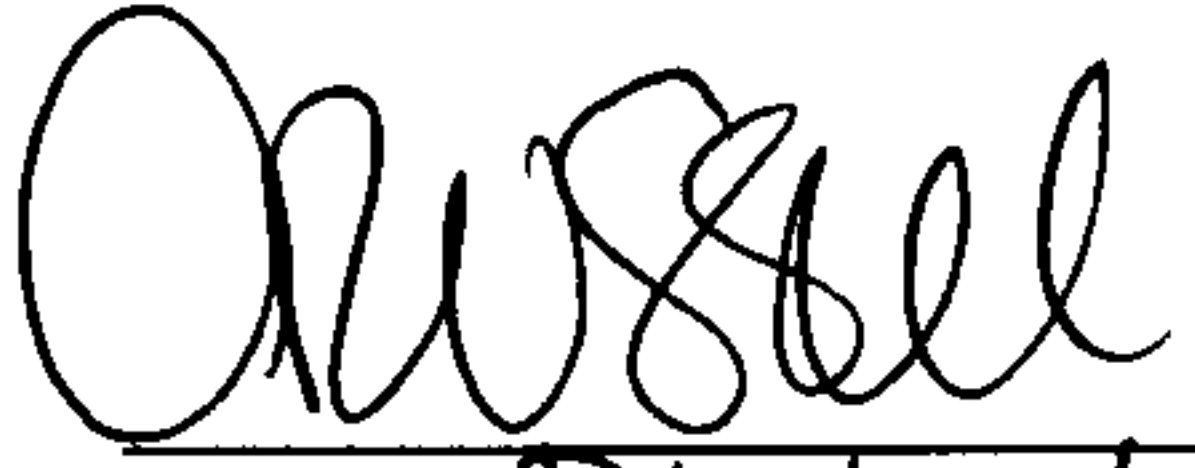
[Signature Page to immediately follow]


IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Agreement on the day and year first above written.

LANDLORD:

ORANGE HOOVER, LLC

ATTEST/WITNESS:


TITLE: Director of Operations

BY: 
NAME: Robert Jason Price
TITLE: President

TENANT:

ALABAMA CVS PHARMACY, L.L.C.

ATTEST:


ASSISTANT SECRETARY

BY: 
NAME: Clay Wilson
TITLE: RVP, Real Estate

LEGAL APPROVAL.


Robert K. Hirsch

ACKNOWLEDGEMENTS

STATE OF Alabama)
) SS:
COUNTY OF Shelby)

On this 16th day of October, 2012, before me personally appeared Robert Jason Price, personally known by me, who, being by me duly sworn, did depose and say that he/she resides at 1200 Cordova Dr SUGAR BIRMINGHAM AL, that he/she is President of ORANGE HOOVER, LLC, the company described in this instrument and that he/she executed this instrument on behalf of said company and that he/she had the authority to do so.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: November 2, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Constance Russell
Name: Constance Russell
NOTARY PUBLIC

STATE OF Alabama)
) SS:
COUNTY OF Jefferson)


On this 19th day of October, 2012, before me personally appeared Clay Wilson, personally known by me, who, being by me duly sworn, did depose and say that he/she resides at Bham AL, that he/she is RVP of ALABAMA CVS PHARMACY, L.L.C., the company described in this instrument and that he/she executed this instrument on behalf of said company and that he/she had the authority to do so.

Donna McDaniel
Name: _____
NOTARY PUBLIC

Return To:
CVS
Legal Dept./
One CVS Drive
Woonsocket, RI 02895

Donna McDaniel
Notary Public, State of Alabama
My Commission Expires October 13, 2014

Hoover, AL (10181)
(RKH) 10-16-12


20121106000427660 5/6 \$8469.50
Shelby Cnty Judge of Probate, AL
11/06/2012 03:42:38 PM FILED/CERT

SCHEDULE 1

LEGAL DESCRIPTION OF THE PREMISES

Lot 1 of the MAC/HOOVER SUBDIVISION as recorded in Shelby County, Instrument
#20121106000427560

THE FOREGOING MEANING AND INTENDING TO DESCRIBE ONLY (AND ALL OF)
THE "PREMISES" AS DEPICTED ON **EXHIBIT A** TO THE LEASE.