

FOR RECORDING PURPOSES, THIS AFFIDAVIT SHOULD
BE INDEXED UNDER THE FOLLOWING NAMES:

S & W Partnership
Big B Food Systems, Ltd
Harco, Inc.
Builder Sales Company
Rite Aid
Walgreen Co.

Prepared by:
Sandi Barnes
Fawal & Spina
1330 21st Way South, Suite 200
Birmingham, Alabama 35205

AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK

With regards to the leases set out on the attached Exhibit A (the "Leases"), the
undersigned, Richard N. Steiner, Director and
as managing counsel of Walgreen Co., an Illinois
corporation (the "Company") does hereby certify to the following:

- 1) The Leases relate to property located at 2101 Pelham Parkway, Pelham, Alabama, and referred to by Company as the Rite Aid Location No. 7025, Walgreen's Location No. 19738.
- 2) The Leases were subsequently assigned to the Company., as evidenced by letter dated 12/18/2017 and attached hereto as Exhibit B.
- 3) The Leases expired under the original terms and the Company elected not to extend the terms of any of said Leases, as evidenced by letter dated 5/9/2018 and attached hereto as Exhibit C.
- 4) The Company claims no interest in the property or buildings located at 2101 Pelham Parkway, Pelham, Alabama.

This Affidavit is being drafted, executed and filed of record in order to evidence of record
that those leases set out on Exhibit A relating to property located at 2101 Pelham

Parkway, Pelham, Alabama are now considered to be null and void and of no further force and effect, dated this 17th day of February, 2020.

Walgreen Co., an Illinois corporation

BY: [Signature]

It's Director and Managing Counsel

STATE OF ILLINOIS

COUNTY OF LAKE

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that RICHARD D. STEINER whose name as DIRECTOR AND MANAGING COUNSEL of Walgreen Co., an Illinois 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 the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 17th day of FEBRUARY, 2020.

[Signature: Jamie M Bates]
Notary Public
My Commission Expires: 11-16-2022

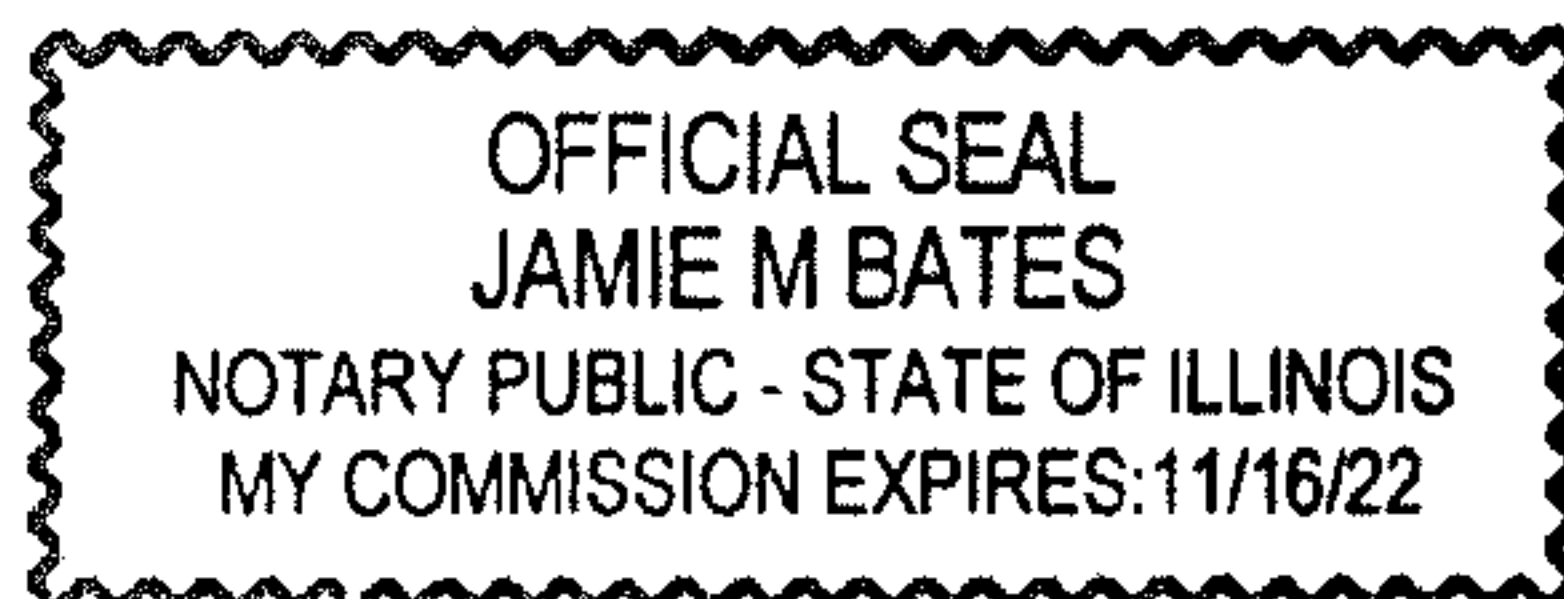


EXHIBIT A

Terms and condition of Memorandum of Lease by and between Builder Sales Company, Inc., and S&W Partnership recorded in Instrument 1993-21646. (Ground Lease-Parcel I)

Terms and conditions of Memorandum of Ground Sublease by and between S&W Partnership and Big B Food Systems, Ltd. recorded in Instrument 1993-22434.

Terms and conditions of Memorandum of Lease by and between S&W Partnership and Harco, Inc. recorded in Instrument 1999-29288.

Terms and conditions of Memorandum of Lease by and between Builder Sales Company and Harco, Inc. recorded in Instrument 1999-29286.

STATE OF ALABAMA
JEFFERSON COUNTY

MEMORANDUM OF LEASE

On January 4, 1993, a Ground Lease was entered into by and between **Builder Sales Company, Inc.**, an Alabama corporation (hereinafter referred to as "Lessor") and **S & W Partnership**, an Alabama General Partnership (hereinafter referred to as "Lessee"). This Memorandum of that Ground Lease is presented for recording:

1. Name of Lessor in Lease: **Builder Sales Company, Inc.**
an Alabama corporation
2. Name of Lessee in Lease: **S & W Partnership**, an Alabama
General Partnership
3. Address Set forth in the Ground Lease as addresses of parties:
LESSOR: Post Office Box 197, Chelsea, AL 35043
LESSEE: 2616 Millwood Road, Birmingham, AL 35243
4. Date of Lease: January 4, 1993
5. Description of Leased Premises as set forth in the Ground
Lease:

Parcel of Land in Shelby County, Alabama, more
particularly described by metes and bounds in Exhibit
"A", attached hereto and made a part hereof.
6. The date on which the term of the Ground Lease commences is:

May 1, 1993
7. Term of Ground Lease: Forty-Five (45) years
8. Annual Rent: The base annual rental is \$12,000.00 per annum.
9. Lessee has no right of extension or renewal.

Executed on this 4th day of January, 1993, 1993-21646
Inst # 1993-21646

Corley

07/23/1993-21646
09:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 200.00

Commence at the Northwest corner of the NW 1/4 of the NW 1/4 of Section 31, Township 19 South, Range 2 West, thence run Easterly along the North line of said Section 31, a distance of 99.00 feet to the point of beginning; thence continue Easterly along said North line of Section 31 a distance of 1097.0 feet; thence turn 90 deg. 00 min. right and run Southerly 295.00 feet; thence turn 4 deg. 24 min. 20 sec. right and run southwesterly 27.65 feet; thence turn 28 deg. 37 min. 36 sec. right to the chord of a curve to the left (said curve having a central angle of 6 deg. 08 min. 38 sec. and a radius of 447.09 feet), and run along said curve 47.94 feet; thence turn a deflection angle of 3 deg. 04 min. 19 sec. left from the chord of said curve and run 149.75 feet; thence turn 3 deg. 14 min. left to the chord of a curve to the left (said curve having a central angle of 6 deg. 28 min. and a radius of 860.06 feet) and run along said curve 97.07 feet; thence turn 52 deg. 57 min. 52 sec. left from the chord of said curve and run southeasterly 329.18 feet; thence turn 87 deg. 13 min. 10 sec. left and run easterly 89.30 feet; thence turn 5 deg. 40 min. 05 sec. right and run southeasterly 144.20 feet; thence turn 7 deg. 15 min. 40 sec. left and run northeasterly 616.27 feet; thence turn 91 deg. 35 min. right and run southeasterly 394.95 feet; thence turn 113 deg. 45 min. right and run northwesterly 387.40 feet to a point, (said point being on a 50.0 ft. radius Cul De Sac and on the centerline of street, the last described course intersecting the centerline of said street at an angle of 18 deg 33 min.); thence left around Cul De Sac 130.90 feet to a point 25.0 feet from centerline of street; thence turn left and run northwesterly parallel to and 25.0 feet off centerline of said street a distance of 142.33 feet and the P.C. of a curve; thence turn a deflection angle of 18 deg. 20 min. 30 sec. left for a chord distance of 79.18 feet (Arc distance being 80.56 feet), to the P. T. of said curve; thence turn a deflection angle of 18 deg. 20 min. 30 sec. left and run 94.44 feet to the P.C. of a curve; thence turn a deflection angle of 2 deg. 47 min. 30 sec. left for a chord distance of 97.44 feet (Arc distance being 97.56 feet) to the P. T. of said curve; thence turn a deflection angle of 2 deg. 47 min. 30 sec. left and run 67.50 feet to the P.C. of a curve; thence turn a deflection angle of 29 deg. 36 min. 30 sec. left for a chord distance of 105.64 feet (Arc distance being 111.06 feet) to the P.T. of said curve; thence turn a deflection angle of 29 deg. 36 min. 30 sec. left and run 231.06 feet to the P.C. of a curve; thence turn a deflection angle of 3 deg. 45 min. left for a chord distance of 196.29 feet (Arc distance being 196.43 feet) to the P.T. of said curve; thence turn 86 deg. 15 min. right and run northwesterly 55.38 feet; thence turn 51 deg. 00 min. 34 sec. left and run 291.62 feet to a point on the Northeast-erly right-of-way line of U. S. Highway No. 31; thence turn 54 deg. 55 min. right to the chord of a curve to the right (said curve having a central angle of 10 deg. 24 min. 21 sec. and a radius of 1809.96 feet) and run along said curve and said R.O.W. 326.70 feet; thence 90 deg. right from the tangent of said curve and run along a radial line of said curve 50.0 feet; thence turn 90 deg. left to the tangent of a curve to the right (said curve having a central angle of 15 deg. 00 min. and a radius of 1759.86 feet) and run along said curve and R.O.W. 460.73 feet; thence turn 90 deg. left from the tangent of said curve and run along a radial line of said curve 50.0 feet; thence turn 94 deg. 25 min. 35 sec. right to the chord of a curve to the right (said curve having a central angle of 8 deg. 51 min. 11 sec. and a radius of 1809.96 feet) and run along said curve and said R.O.W. 279.65 feet to the end of said curve and the beginning of a spiral curve to the right; thence turn 7 deg. 30 min. right from the chord of last described curve and run 248.00 feet to the point of beginning; being situated in Shelby County, Alabama.

EXHIBIT "A"

1982 APR 29 AM 9:40

Shelby County, Alabama
CLERK OF COURTS

Rec 12.00

Sub 1.00

13.00

Township 19 South, Range 2 West, Page 154

High
fcl
RWB

THIS INSTRUMENT PREPARED BY:

Steven A. Brickman, Esq.
SIROTE & PERMUTT, P.C.
P.O. Box 55727
Birmingham, Alabama 35205

STATE OF ALABAMA §
 §
COUNTY OF SHELBY §

Inst # 1993-22434
07/29/1993-22434
02:21 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 542.00

MEMORANDUM OF GROUND SUBLEASE

On June 9, 1993, a Ground Sublease was entered into by and between S & W PARTNERSHIP, an Alabama general partnership (hereinafter referred to as "Lessor") and BIG B FOOD SYSTEMS, LTD., an Alabama limited partnership (hereinafter referred to as "Lessee"). This Memorandum of that Ground Sublease is presented for recording:

1. Name of Lessor in Lease: S & W PARTNERSHIP, an Alabama general partnership consisting of NANCY SCHILLING and THURMAN WILSON
2. Name of Lessee in Lease: BIG B FOOD SYSTEMS, LTD., an Alabama limited partnership
3. Address Set forth in the Ground Sublease as addresses of parties:
LESSOR: 2616 Millwood Road, Birmingham, Alabama 35243
LESSEE: 133 Oxmoor Road, Suite 215, Birmingham, Alabama 35209
4. Date of Lease: June 9, 1993
5. Description of Leased Premises as set forth in the Ground Sublease:

That certain parcel of land depicted as Parcel A on Exhibit "A" attached hereto and made a part hereof along with all rights of way, easements and appurtenances connected therewith and described in Exhibit "B" (the "Property") along with certain other rights pursuant to a Reciprocal Easement Agreement executed simultaneously herewith.
6. The date on which the term of the Ground Sublease commences is:

One day after conditions in the Ground Sublease are satisfied. It is anticipated to be July 1, 1993.
7. Term of Ground Sublease: Twenty (20) years
8. Extensions or Renewals: Five (5) successive extensions, each for a period of five (5) years

Corley

EXECUTED on this 9th day of June, 1993.

WITNESSES:

[Signature]
[Signature]

LESSOR:

S & W PARTNERSHIP,
an Alabama general partnership

By: [Signature]
Nancy Schilling, its partner
By: [Signature]
Thurman Wilson, its partner

WITNESSES:

[Signature]
[Signature]

LESSEE:

BIG B FOOD SYSTEMS, LTD.,
an Alabama limited partnership

By: BENNY M. LARUSSA, INC.,
an Alabama Corporation

By: [Signature]
Its General Partner

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that NANCY SCHILLING whose name is signed to the foregoing MEMORANDUM OF GROUND SUBLEASE, as a general partner of S & W PARTNERSHIP, an Alabama general partnership, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand this 9th day of June, 1993.

[Signature]
Notary Public
My Commission Expires: 12/28/95

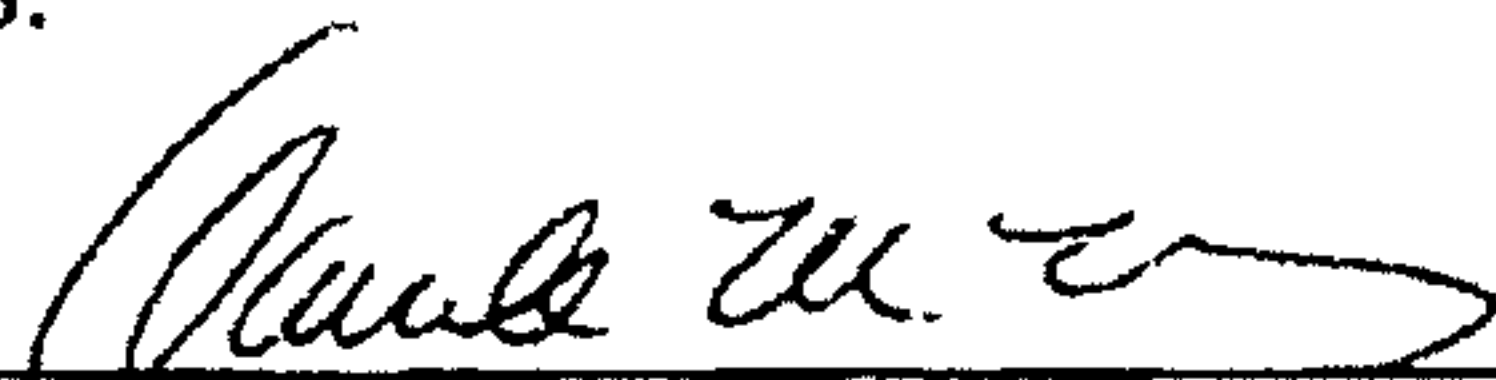
Return To: Comm
Corley, Moncus & Ward, P.C.
2103 SouthBridge Parkway
Suite 650
Birmingham, AL 35209

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that THURMAN WILSON whose name is signed to the foregoing MEMORANDUM OF GROUND SUBLEASE, as a general partner of S & W PARTNERSHIP, an Alabama general partnership, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 9th day of June, 1993.


Notary Public
My Commission Expires: 12/28/93


STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that BENNY M. LARUSSA, whose name as President of BENNY M. LARUSSA, INC., an Alabama corporation, in its capacity as the general partner of BIG B FOOD SYSTEMS, LTD. an Alabama limited partnership, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance:

- (i) he, as President of BENNY M. LARUSSA, INC., executed the same voluntarily on the day the same bears date, for and as the act of said corporation; and
- (ii) BENNY M. LARUSSA, INC., as General Partner of BIG B FOOD SYSTEMS, LTD., executed the same for and as the authorized act of said partnership, on the day the same bears date.

Given under my hand and official seal this 9th day of June, 1993.


Notary Public
My Commission Expires: 12/28/95

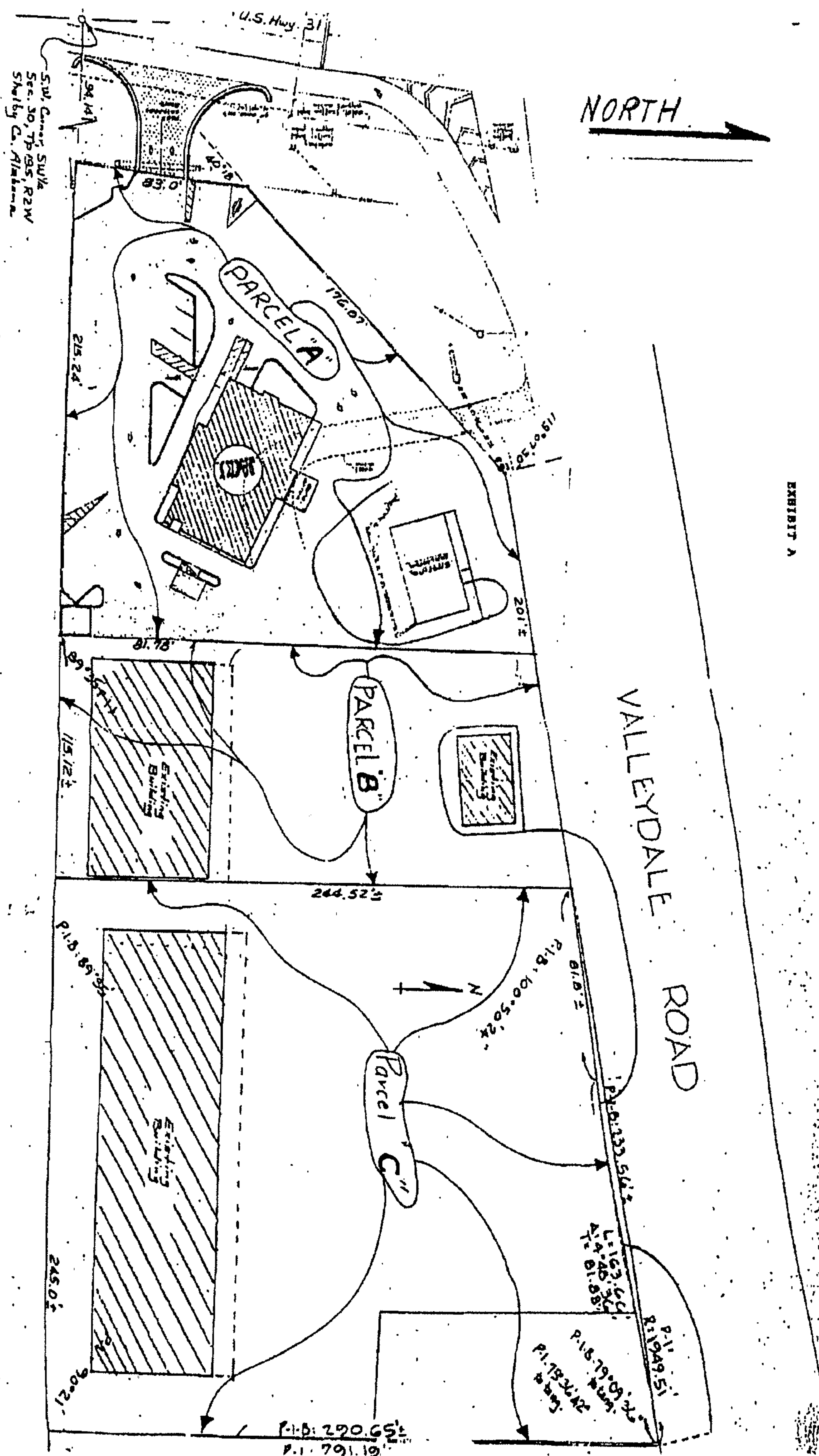


EXHIBIT B

Part of the SW 1/4 of the SW 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: From the SW corner of said Section 30, run in an easterly direction along the south line of said section for a distance of 24.14 feet to an existing iron rebar being on the east right-of-way line of U.S. Highway #31 and being the point of beginning; thence continue in an easterly direction along the south line of said section for a distance of 214.44 feet to an existing iron rebar; thence turn an angle to the left of 89 degrees 34 minutes 39 seconds and run in a northerly direction for a distance of 223.26 feet to an existing PK nail set on the south right-of-way line of Valleydale Road; thence turn an angle to the left of 100 degrees 48 minutes 21 seconds and run in a southwesterly direction along said south right-of-way line of Valleydale Road for a distance of 79.74 feet to an existing nail; thence turn an angle to the left of 33 degrees 50 minutes 29 seconds and run in a southwesterly direction for a distance of 181.0 feet to an existing old iron rebar being on the east right-of-way line of U.S. Highway #31; thence turn an angle to the left of 40 degrees 17 minutes 08 seconds and run in a southerly direction along the east right-of-way line of U.S. Highway #31 for a distance of 93.02 feet, more or less, to the point of beginning.

Inst # 1993-22434
07/29/1993-22434
02:21 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCB 542.00

246,768.00

MEMORANDUM OF LEASE

STATE OF ALABAMA

COUNTY OF SHELBY

On November 16th, 1998, a Ground Lease was entered into between S & W PARTNERSHIP, L.L.P., an Alabama Limited Partnership ("Landlord") and HARCO, INC., a public corporation organized and existing under the laws of the State of Alabama ("Tenant"). This memorandum of that Ground Lease is presented for recording.

1. The address of Landlord, S & W PARTNERSHIP, L.L.P., as set forth in the Ground Lease, is 2616 Millwood Road, Birmingham, Alabama 35243.
2. The address of Tenant, HARCO, INC., as set forth in the Ground Lease, is 30 Hunter Lane, Camp Hill, Pennsylvania, 17011.
3. The address of the premises subject to the Ground Lease is 2100 Valleydale Road, Birmingham, Alabama 35214.
4. The specific legal description of the premises subject to the Ground Lease is

That certain parcel of land depicted on Exhibit "A" attached hereto and made a part hereof along with all rights of way, easements and appurtenances connected therewith.
5. The date on which the term of the lease commences is December 9, 1998.
6. The term of the lease is twenty (20) years.
7. Tenant has a right to six (6) successive renewal periods of five years each under the lease.

The expiration date of the lease is December 8, 2018.

This memorandum of lease was executed on February 9th, 1999.

Inst # 1999-29288

LANDLORD

S & W PARTNERSHIP, L.L.P., an Alabama
Registered Limited Partnership

By: Nancy Schilling
Nancy Schilling, partner

By: Thurman Wilson
Thurman Wilson, partner

07/13/1999-29288
10:36 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 HWS 2846.00

TENANT

HARCO, INC.

BY:


Alan P. Garubba
Its authorized representative

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Nancy Schilling and Thurman Wilson, whose names as partners, S & W PARTNERSHIP, L.L.P., an Alabama Registered Limited Partnership, organized and existing under the laws of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me that, being informed of the contents of said instrument, they are such partners with full authority, executed the same voluntarily as the act of said partnership

Given under my hand and seal of office this 9th day of February, 1999.

(SEAL)


NOTARY PUBLIC

My Commission Expires: My Commission Expires May 24, 2003

COMMONWEALTH OF PENNSYLVANIA)
Cumberland COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ALAN P. GARUBBA, whose name as Authorized Representative, of HARCO, INC., an Alabama Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, being informed of the contents of said instrument, he as such agent and with full authority, executed the same voluntarily as the act of said limited liability company.

Given under my hand and seal of office this 9th day of February, 1999.

(SEAL)


NOTARY PUBLIC

My Commission Expires: _____

This instrument was prepared by :
CLAUDE MCCAIN MONCUS
CORLEY, MONCUS & WARD, P.C.
400 Shades Creek Parkway Suite 100
Birmingham, Alabama 35209
(205) 879-5959

Notarial Seal
Julia A. Hendrickson, Notary Public
East Pennaboro Twp., Cumberland County
My Commission Expires Sept. 30, 2002

EXHIBIT A

A parcel of land located in the NW 1/4 of the NW 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described by the following metes and bounds legal description, based on a Boundary Survey prepared by Walter Schoel Engineering Company, Inc., dated August 27, 1998, to-wit:

Commence at the Northwest corner of said Section 31 (also known as the Southwest corner of Section 30); run thence along the North boundary of said Section 31, N 90° 00' 00" E (assumed bearing) for a distance of 94.14 feet, to the Point of Beginning of the parcel herein described, said point also being a point on the Easterly right of way line of U. S. Highway 31; thence continue along said North boundary of Section 31, N 90° 00' 00" E for a distance of 214.44 feet; thence S 00° 25' 21" W for a distance of 90.00 feet; thence along a line lying 90.00 feet south of and parallel with the aforesaid North boundary of Section 31, N 90° 00' 00" W for a distance of 224.27 feet, to a point on the aforesaid Easterly right-of-way line of U. S. Highway 31, lying 100 feet Easterly of concentric with the centerline of said highway, being a spiral curve concave to the East having a length of 300.00 feet and a spiral angle of 4° 30'; thence along said right-of-way, across the chord N 06° 38' 57" E for a distance of 90.61 feet, to the Point of Beginning.

Inst # 1999-29288

07/13/1999-29288
10:36 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

003 WMS 2846.00

31,752.00

MEMORANDUM OF LEASE

STATE OF ALABAMA

COUNTY OF SHELBY

On November 16th, 1998, an Amended and Restated Ground Lease was entered into between BUILDER SALES COMPANY, INC., an Alabama Corporation ("Landlord") and HARCO, INC., a public corporation organized and existing under the laws of the State of Alabama ("Tenant"). This memorandum of that Amended and Restated Ground Lease is presented for recording.

1. The address of Landlord, BUILDER SALES COMPANY, INC., as set forth in the Ground Lease, is 2616 Millwood Road, Birmingham, Alabama 35243.
2. The address of Tenant, HARCO, INC., as set forth in the Ground Lease, is 30 Hunter Lane, Camp Hill, Pennsylvania, 17011.
3. The address of the premises subject to the Ground Lease is 2100 Valleydale Road, Birmingham, Alabama 35214.
4. The specific legal description of the premises subject to the Ground Lease is

That certain parcel of land depicted on Exhibit "A" attached hereto and made a part hereof along with all rights of way, easements and appurtenances connected therewith.
5. The date on which the term of the lease commences is December 9, 1998.
6. The term of the lease is twenty (20) years.
7. Tenant has a right to six (6) successive renewal periods of five years each under the lease.

The expiration date of the lease is December 8, 2018.

This memorandum of lease was executed on February 9, 1999.

LANDLORD

Builder Sales Company, Inc., an Alabama corporation

By: Nancy Schilling
Nancy Schilling, its President
Inst # 1999-29286

07/13/1999-29286
10:26 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

003 1999 382.50

TENANT

HARCO, INC.

BY:

Alan P. Garubba

Its authorized representative

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Nancy Schilling, whose name as an officer of BUILDER SALES COMPANY, INC. an Alabama Corporation, organized and existing under the laws of the State of Alabama, is signed to the foregoing instrument and who are known to me, acknowledged before me that, being informed of the contents of said instrument, she is such officer with full authority, executed the same voluntarily as the act of said corporation.

Given under my hand and seal of office this 9th day of February, 1999.

(SEAL)

Carla Ray
NOTARY PUBLIC My Commission Expires May 24, 2003
My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA)
Cumberland COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ALAN P. GARUBBA, whose name as Authorized Representative, of HARCO, INC., an Alabama Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, being informed of the contents of said instrument, he as such agent and with full authority, executed the same voluntarily as the act of said limited liability company.

Given under my hand and seal of office this 9th day of February, 1999.

(SEAL)

Julia A. Hendrickson
NOTARY PUBLIC
My Commission Expires: _____

This instrument was prepared by :
CLAUDE MCCAIN MONCUS
CORLEY, MONCUS & WARD, P.C.
400 Shades Creek Parkway Suite 100
Birmingham, Alabama 35209
(205) 879-5959

Notarial Seal
Julia A. Hendrickson, Notary Public
East Pennsboro Twp., Cumberland County
My Commission Expires Sept. 30, 2002

~~EXHIBIT~~

A

LEGAL DESCRIPTION

A parcel of land situated in the S.W.1/4 of the S.W.1/4 of Section 30, Township 19 South, Range 2 West and in the N.W.1/4 of the N.W.1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of said Section 30, Township 19 South, Range 2 West and run in an Easterly direction along the South line of said Section 30 a distance of 94.14 feet to the POINT OF BEGINNING of the tract herein described, said point being on the Easterly right-of-way line of U.S. Highway No. 31, said point also lying 100.00 feet Easterly of and parallel to the centerline of said highway being on a spiral curve to the right having a length of 300.00 feet and a spiral angle of $4^{\circ}30'$; thence $82^{\circ}56'$ to the left (angle measured to chord) in a Northeasterly direction along the Easterly right-of-way line of said highway a distance of 44.18 feet to the S.T. (spiral of tangent); then $0^{\circ}02'$ to the right (angle measured to chord) in a Northeasterly direction along the Easterly right-of-way line of said highway a distance of 42.25 feet to a point; thence $38^{\circ}12'18''$ to the right in a Northeasterly direction along the Southeasterly right-of-way line of said highway a distance of 177.98 feet to a point on the Southeasterly right-of-way line of Valleydale Road; thence $35^{\circ}20'40''$ to the right in a Northeasterly direction along the Southeasterly right-of-way line of said road a distance of 79.98 feet to a point; thence $99^{\circ}46'23''$ to the right in a Southerly direction a distance of 313.95 feet to a point on a line lying 90.00 feet South of the North line of the N.W.1/4 of the N.W.1/4 of Section 31, Township 19 South, Range 2 West; thence $89^{\circ}34'39''$ to the right in a Westerly direction along a line lying 90.00 feet South of and parallel to the North line of said 1/4-1/4 section a distance of 224.27 feet to a point on the Easterly right-of-way line of U. S. Highway No. 31 lying 100.00 feet Easterly of and parallel to the centerline of said highway being on a spiral curve to the right having a length of 300.00 feet and a spiral angle of $4^{\circ}30'$; thence $96^{\circ}39'09''$ to the right (angle measured to chord) in a Northeasterly direction along the Easterly right-of-way line of said highway a distance of 90.61 feet to the POINT OF BEGINNING.

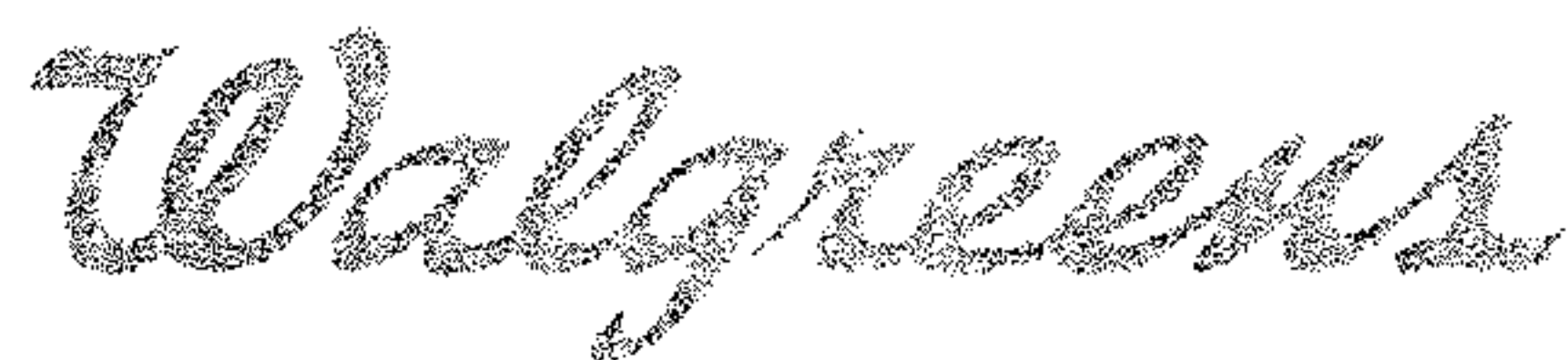
CONTAINING 55,944 Square Feet +/- or 1.28 Acres.

Inst # 1999-29286

07/13/1999-29286
10:26 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 HNS 382.50

EXHIBIT "B"

.



Richard Steiner, Director and Managing Counsel
Real Estate Law
Walgreen Co.
104 Wilmot Road, MS 144G
Deerfield, IL 60015
P 847-315-4543 F 847-315-4825
rich.steiner@walgreens.com
www.walgreens.com

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

December 18, 2017

S & W Partnership, L.L.P.
c/o Nancy Schilling & Thurman Wilson
P.O. Box 55505
Birmingham, AL 35255

Re: Rite Aid ("Rite Aid") Store No. 07025-Walgreens Store No. 19738// Lease, as may be amended from time to time (the "Lease") the current parties to which are S & W Partnership, L.L.P. ("Landlord") and Harco, Inc. ("Tenant") of the real property commonly known as 2101 Pelham Parkway, Pelham, AL (the "Premises")

Dear Landlord:

With regard to the above-referenced Lease, please be aware that the Lease has been assigned from Tenant to Walgreen Co. ("Walgreens"), effective as of the date of the relevant Bill of Sale, Assignment and Assumption Agreement (the "Assignment Agreement"). I am enclosing for your reference and convenience a copy of the relevant Assignment Agreement. Additionally, further information (including explanation of certain defined terms in the Assignment Agreement) may be found in the public SEC filings of Walgreens Boots Alliance, Inc., including without limitation, the Form 8-K filed September 19, 2017 which can be viewed at the following link: <http://investor.walgreens.com/secfiling.cfm?filingID=1193125-17-287813&CIK=1618921>.

Please note that despite the foregoing assignment, in order to effectuate a smooth and timely transition of the management of this and other leases, on a temporary basis Rite Aid will continue to process payment of all payment obligations under the Lease on behalf of Walgreens. As such, until such time as Landlord receives further direction or notice from Walgreens, Landlord is hereby directed to continue to send all rent, CAM, real estate tax and other invoices pertaining to the payment obligations under the Lease to Rite Aid in accordance with current process and practices.



Other than the foregoing, please reference the following Walgreens contacts for your needs:

SNDA/Estoppel Requests: Walgreen Co.
Attn: SNDA/Estoppel request, Store#19738
104 Wilmot Road, MS 144G
Deerfield, IL 60015

Property Management (Western): Walgreen Co./Real Estate Department
Attn: Laurie Hodge, Store#19738
106 Wilmot Road, MS 1640
Deerfield, IL 60015
Laurie.Hodge@walgreens.com

Property Management (Eastern): Walgreen Co./Real Estate Department
Attn: Irma Drozek, Store#19738
106 Wilmot Road, MS 1640
Deerfield, IL 60015
Irma.Drozek@walgreens.com

Legal Notices: Walgreen Co.
Attn: Real Estate Law Department, Store# 19738
104 Wilmot Road, MS 144G
Deerfield, IL 60015

Additionally, evidence of the insurance coverages obtained by Tenant can be obtained at the following link: www.walgreens.com/insurance.

Sincerely,

WALGREEN CO.

A handwritten signature in black ink, appearing to read "Richard N. Steiner".

Richard N. Steiner,
Director and Managing Counsel

cc: Claude McCain Moncus, Esquire
Corley, Moncus & Ward, P.C.
P.O. Box 59807
Birmingham, AL 35259-0807

SUBSEQUENT CLOSING BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

SUBSEQUENT CLOSING BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of the date set forth on Schedule 1 attached hereto (this "Subsequent Closing Bill of Sale, Assignment and Assumption Agreement"), by and among Rite Aid Corporation, a Delaware corporation (the "Company"), the Company subsidiaries listed on Schedule 1 attached hereto (each an "Assignor" and collectively, the "Assignors") and Walgreen Co., an Illinois corporation ("Assignee"). This Subsequent Closing Bill of Sale, Assignment and Assumption Agreement shall be effective as of 12:00:01 AM local time, with respect to each of the Acquired Stores identified on Schedule 1 attached hereto, on the date set forth on Schedule 1 attached hereto, subject to the satisfaction or waiver (as permitted) of the conditions set forth in the Purchase Agreement at the Subsequent Closing (as defined in the Purchase Agreement) for the Acquired Stores listed on Schedule 1 attached hereto (such time, the "Effective Time").

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in that certain Amended and Restated Asset Purchase Agreement (as it may be amended, amended and restated, modified or otherwise supplemented from time to time, the "Purchase Agreement"), dated as of September 18, 2017, by and among the Company, Walgreens Boots Alliance, Inc., a Delaware corporation (solely for the purposes specified therein) ("Parent"), and Assignee.

WHEREAS, pursuant to this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement, the Assignors shall, and shall cause their Affiliates to, sell, transfer, assign, convey and deliver to Assignee, free and clear of all Liens (except for Permitted Liens), and Assignee shall purchase and accept from the Assignors and their Affiliates, free and clear of all Liens (except for Permitted Liens), all right, title and interest of the Assignors and their Affiliates in, to and under the Purchased Assets relating to the Acquired Stores identified on Schedule 1 attached hereto, and Assignee shall assume, pay, discharge and perform as required under the Assumed Liabilities relating to the Acquired Stores identified on Schedule 1 attached hereto.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained, in consideration of the representations, warranties and covenants contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto desire to enter into this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement on the terms set forth herein.

KNOW ALL PERSONS BY THESE PRESENTS, that the Assignors do, and cause their Affiliates to, subject to the satisfaction or waiver (as permitted) of the conditions set forth in the Purchase Agreement at the Subsequent Closing for the Acquired Stores listed on Schedule 1 attached hereto, hereby sell, transfer, assign, convey and deliver to Assignee, free and clear of all Liens (except for Permitted Liens), and Assignee does hereby purchase from the Assignors and their Affiliates, free and clear of all Liens (except for Permitted Liens), all right, title and interest of the Assignors and their Affiliates in, to and under the Purchased Assets

relating to the Acquired Stores identified on Schedule 1 attached hereto, in each case as of the Effective Time,

TO HAVE AND TO HOLD the same, unto Assignee, its successors and assigns forever, absolutely and unconditionally.

Notwithstanding any other provision of this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement to the contrary, this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement shall not constitute an agreement to assign or transfer any Acquired Lease, Permit or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment or transfer thereof, without the consent of any applicable third party (including any Governmental Entity), would constitute a breach or other contravention thereof, a violation of Law or would in any way adversely affect the rights of Assignee or any of the Assignors (as applicable).

Assignee hereby assumes and agrees to pay, discharge and perform in accordance with their terms all of the Assumed Liabilities to be assumed as of the date set forth on Schedule 1 attached hereto.

The respective rights of the Assignors, on the one hand, and Assignee, on the other, with respect to the Purchased Assets sold, transferred, assigned, conveyed and delivered hereby and the Assumed Liabilities shall be governed exclusively by the Purchase Agreement, and nothing in this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement shall alter any liability of the Assignors or Assignee arising under the Purchase Agreement, which shall (without limiting the generality of the foregoing) govern the representations, warranties, covenants, agreements and liabilities of the parties with respect to the Purchased Assets and the Assumed Liabilities. For the avoidance of doubt, Assignee hereby agrees and acknowledges that nothing in this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement shall be deemed to constitute, any representation or warranty, express or implied, with respect to any Purchased Asset or Assumed Liability, and except as expressly set forth in the Purchase Agreement Assignee shall acquire the Purchased Assets and the Assumed Liabilities without any representation or warranty, express or implied, as to merchantability, satisfactory quality or fitness for any particular purpose, in "as is" condition and on a "where is" basis but free and clear of all Liens (except for Permitted Liens). If there is any conflict or inconsistency between the provisions of the Purchase Agreement and this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement, the provisions of the Purchase Agreement shall govern.

This Subsequent Closing Bill of Sale, Assignment and Assumption Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their successors and permitted assigns. Nothing in this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period. No party may assign any of its rights or obligations under this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement except (i) as may be permitted under Section 10.7 of the Purchase Agreement or (ii) with the prior written consent of the other parties.

This Subsequent Closing Bill of Sale, Assignment and Assumption Agreement, and any Proceeding in any way arising out of or relating to this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement, the negotiation, execution or performance of this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement, the transactions contemplated hereby or thereby or the legal relationship of the parties hereto (whether at law or in equity, and whether in contract or in tort or otherwise), shall be governed by, and construed in accordance with, the laws of the State of Delaware (without giving effect to choice of law principles thereof).

Each of the parties hereto irrevocably (a) consents to submit itself to the exclusive jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (unless the Delaware Court of Chancery shall decline to accept jurisdiction over a particular matter, in which case, in any Delaware state or federal court within the State of Delaware), in connection with any matter based upon or arising out of this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement or any of the transactions contemplated by this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement or the actions of the Assignors or Assignee in the negotiation, administration, performance and enforcement hereof and thereof, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it will not bring any action relating to this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement or any of the transactions contemplated by this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement in any court other than the courts of the State of Delaware, as described above, and (d) consents to service being made through the notice procedures set forth in Section 10.4 of the Purchase Agreement (and the Assignors other than the Company consent to service being made at the address for the Company set forth in Section 10.4 of the Purchase Agreement). Each of the Assignors and Assignee hereby agrees that service of any process, summons, notice or document by U.S. registered mail to the respective addresses set forth in Section 10.4 of the Purchase Agreement shall be effective service of process for any suit or proceeding in connection with this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement or the transactions contemplated hereby (and the Assignors other than the Company agree that service of any process, summons, notice or document by U.S. registered mail to the address of the Company set forth in Section 10.4 of the Purchase Agreement shall be effective service of process with respect to each of the Assignors). Each party hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any Proceeding with respect to this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to serve process in accordance with this paragraph, that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and to the fullest extent permitted by applicable Law, that the Proceeding in any such court is brought in an inconvenient forum, that the venue of such Proceeding is improper or that this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement, or the subject matter hereof or thereof, may not be enforced in or by such courts and further irrevocably waives, to the fullest extent permitted by applicable Law, the benefit of any defense that would hinder, fetter or delay the levy, execution or collection of any amount to which the party is entitled pursuant to the final judgment of any court having jurisdiction. Each party hereto agrees that a final

judgment in any such Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law, a certified copy of which shall be conclusive evidence of the fact and amount of such judgment.

No provision of this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement may be amended, supplemented or modified except by a written instrument making specific reference hereto signed by all the parties to this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement.

If any term or other provision of this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement is found by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner to the end that the transactions contemplated hereby are completed as originally contemplated to the fullest extent possible.

This Subsequent Closing Bill of Sale, Assignment and Assumption Agreement may be executed in counterparts, and by the different parties to this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement by facsimile or .pdf shall be as effective as delivery of a manually executed counterpart of this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignee and the Assignors have caused this Bill of Sale, Assignment and Assumption Agreement to be executed by their duly authorized representatives on the date set forth on Schedule 1 attached hereto.

ASSIGNEE:

WALGREEN CO.

HAD

By:



Name: Mark Jainisi

Title: SVP WBA

ASSIGNORS:

RITE AID CORPORATION

By: 

Name: James J. Comitale

Title: Senior Vice President, General Counsel &
Secretary

HARCO, INC.

By: 

Name: James J. Comitale

Title: Senior Vice President & Assistant Secretary

Schedule 1

Closing Date: December 15, 2017

Store Number	Address	City	State	Subsidiary
1140	444 Wynn Drive, N.W.	Huntsville	AL	Harco, Inc.
1141	1338-A Winchester Road, N.E.	Huntsville	AL	Harco, Inc.
1146	14450 Highway 231/431 North	Hazel Green	AL	Harco, Inc.
4617	101 Asbury Street	Talladega	AL	Harco, Inc.
7001	140 Market Center Drive	Alabaster	AL	Harco, Inc.
7003	220 Forest Road	Hueytown	AL	Harco, Inc.
7005	South Cullman Center	Cullman	AL	Harco, Inc.
7006	715 Cullman Shopping Center	Cullman	AL	Harco, Inc.
7010	4689 Pinson Blvd	Pinson	AL	Harco, Inc.
7011	1 North Broadway Avenue	Sylacauga	AL	Harco, Inc.
7013	Roebuck Shopping Center	Birmingham	AL	Harco, Inc.
7014	1713 U.S. Highway 31 North	Fultondale	AL	Harco, Inc.
7021	2711 Culver Road	Mountain Brook	AL	Harco, Inc.
7024	3965 Crosshaven Drive	Birmingham	AL	Harco, Inc.
7025	2101 Pelham Parkway	Pelham	AL	Harco, Inc.
7026	4501 Valleydale Road	Birmingham	AL	Harco, Inc.
7028	521 University Blvd. East	Tuscaloosa	AL	Harco, Inc.
7029	2306 Mcfarland Blvd East	Tuscaloosa	AL	Harco, Inc.
7030	3206 15Th Street	Tuscaloosa	AL	Harco, Inc.
7034	4201 University Blvd.,E	Tuscaloosa	AL	Harco, Inc.
7035	2916 University Blvd., E.	Tuscaloosa	AL	Harco, Inc.
7038	600 Skyland Boulevard E	Tuscaloosa	AL	Harco, Inc.
7039	617 Bear Creek Road	Tuscaloosa	AL	Harco, Inc.
7041	2300 Mcfarland Blvd	Northport	AL	Harco, Inc.
7044	1526 6Th Avenue, S.E.	Decatur	AL	Harco, Inc.
7045	2202 Danville Rd., Sw	Decatur	AL	Harco, Inc.
7047	2403 Florence Boulevard	Florence	AL	Harco, Inc.
7048	1313 North Wood Avenue	Florence	AL	Harco, Inc.
7049	241 Highway 31 Sw Ste 20	Hartselle	AL	Harco, Inc.
7051	805 South Montgomery Avenue	Sheffield	AL	Harco, Inc.
7053	298 Hughes Road	Madison	AL	Harco, Inc.
7054	8000 Madison Blvd Suite B	Madison	AL	Harco, Inc.
7055	12290 Hwy 231-431 North	Meridianville	AL	Harco, Inc.
7056	6707 Us Hwy 431 Suite 101	Owens Cross Roads	AL	Harco, Inc.
7058	4906 Whitesburg Drive	Huntsville	AL	Harco, Inc.
7060	1303 Gault Avenue North	Fort Payne	AL	Harco, Inc.
7062	42 Mccurdy Avenue N	Rainsville	AL	Harco, Inc.
7084	1430 Quintard Avenue	Anniston	AL	Harco, Inc.
7085	4880 Highway 78 West	Oxford	AL	Harco, Inc.
7086	601 Snow Street	Oxford	AL	Harco, Inc.
7087	2413 Highway 431 North	Anniston	AL	Harco, Inc.
7366	1337 Montclair Road	Birmingham	AL	Harco, Inc.
7367	1018 Main Street	Gardendale	AL	Harco, Inc.

7369	3209 Ensley 5 Points West Ave	Birmingham	AL	Harco, Inc.
7370	1615 Montgomery Highway	Hoover	AL	Harco, Inc.
7379	708 Montgomery Highway	Vestavia Hills	AL	Harco, Inc.



Richard Steiner, Director and Managing Counsel
Real Estate Law
Walgreen Co.
104 Wilmot Road, MS 144G
Deerfield, IL 60015
P 847-315-4543 F 847-315-4825
rich.steiner@walgreens.com
www.walgreens.com

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

December 18, 2017

Builder Sales Company, Inc.
c/o Nancy Schilling & Thurman Wilson
P.O. Box 55505
Birmingham, AL 35255

Re: Rite Aid ("Rite Aid") Store No. 07025-Walgreens Store No. 19738// Lease, as may be amended from time to time (the "Lease") the current parties to which are Builder Sales Company, Inc. ("Landlord") and Harco, Inc. ("Tenant") of the real property commonly known as 2101 Pelham Parkway, Pelham, AL (the "Premises")

Dear Landlord:

With regard to the above-referenced Lease, please be aware that the Lease has been assigned from Tenant to Walgreen Co. ("Walgreens"), effective as of the date of the relevant Bill of Sale, Assignment and Assumption Agreement (the "Assignment Agreement"). I am enclosing for your reference and convenience a copy of the relevant Assignment Agreement. Additionally, further information (including explanation of certain defined terms in the Assignment Agreement) may be found in the public SEC filings of Walgreens Boots Alliance, Inc., including without limitation, the Form 8-K filed September 19, 2017 which can be viewed at the following link: <http://investor.walgreens.com/secfiling.cfm?filingID=1193125-17-287813&CIK=1618921>.

Please note that despite the foregoing assignment, in order to effectuate a smooth and timely transition of the management of this and other leases, on a temporary basis Rite Aid will continue to process payment of all payment obligations under the Lease on behalf of Walgreens. As such, until such time as Landlord receives further direction or notice from Walgreens, Landlord is hereby directed to continue to send all rent, CAM, real estate tax and other invoices pertaining to the payment obligations under the Lease to Rite Aid in accordance with current process and practices.

Walgreens

Other than the foregoing, please reference the following Walgreens contacts for your needs:

SNDA/Estoppel Requests: Walgreen Co.
Attn: SNDA/Estoppel request, Store#19738
104 Wilmot Road, MS 144G
Deerfield, IL 60015

Property Management (Western): Walgreen Co./Real Estate Department
Attn: Laurie Hodge, Store#19738
106 Wilmot Road, MS 1640
Deerfield, IL 60015
Laurie.Hodge@walgreens.com

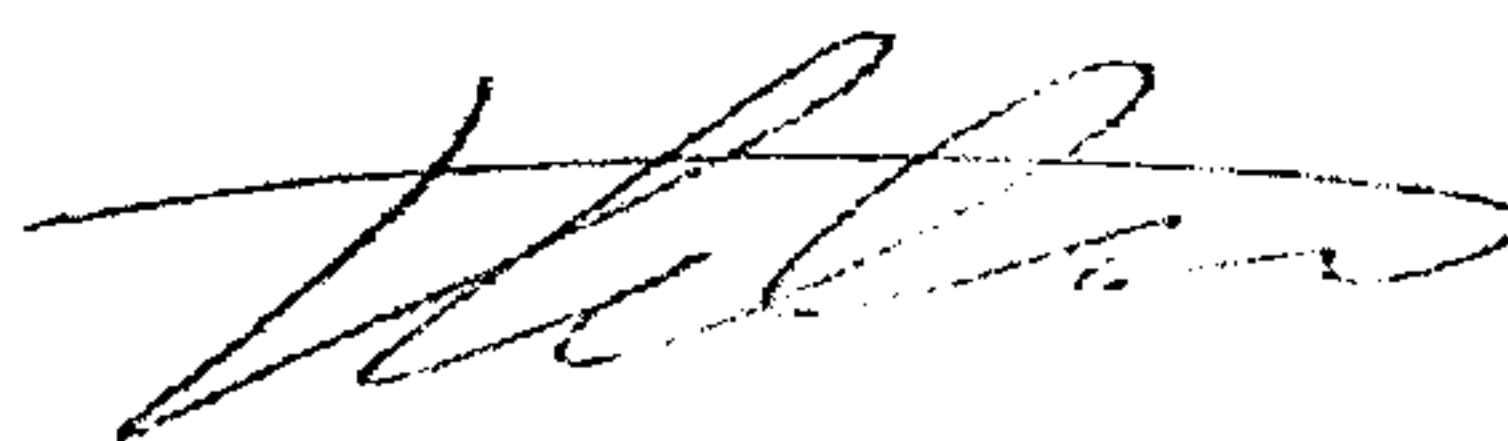
Property Management (Eastern): Walgreen Co./Real Estate Department
Attn: Irma Drozek, Store#19738
106 Wilmot Road, MS 1640
Deerfield, IL 60015
Irma.Drozek@walgreens.com

Legal Notices: Walgreen Co.
Attn: Real Estate Law Department, Store# 19738
104 Wilmot Road, MS 144G
Deerfield, IL 60015

Additionally, evidence of the insurance coverages obtained by Tenant can be obtained at the following link: www.walgreens.com/insurance.

Sincerely,

WALGREEN CO.



Richard N. Steiner,
Director and Managing Counsel

cc: Claude McCain Moncus, Esquire
Corley, Moncus & Ward, P.C.
P.O. Box 59807
Birmingham, AL 35259-0807

SUBSEQUENT CLOSING BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

SUBSEQUENT CLOSING BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of the date set forth on Schedule 1 attached hereto (this "Subsequent Closing Bill of Sale, Assignment and Assumption Agreement"), by and among Rite Aid Corporation, a Delaware corporation (the "Company"), the Company subsidiaries listed on Schedule 1 attached hereto (each an "Assignor" and collectively, the "Assignors") and Walgreen Co., an Illinois corporation ("Assignee"). This Subsequent Closing Bill of Sale, Assignment and Assumption Agreement shall be effective as of 12:00:01 AM local time, with respect to each of the Acquired Stores identified on Schedule 1 attached hereto, on the date set forth on Schedule 1 attached hereto, subject to the satisfaction or waiver (as permitted) of the conditions set forth in the Purchase Agreement at the Subsequent Closing (as defined in the Purchase Agreement) for the Acquired Stores listed on Schedule 1 attached hereto (such time, the "Effective Time").

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in that certain Amended and Restated Asset Purchase Agreement (as it may be amended, amended and restated, modified or otherwise supplemented from time to time, the "Purchase Agreement"), dated as of September 18, 2017, by and among the Company, Walgreens Boots Alliance, Inc., a Delaware corporation (solely for the purposes specified therein) ("Parent"), and Assignee.

WHEREAS, pursuant to this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement, the Assignors shall, and shall cause their Affiliates to, sell, transfer, assign, convey and deliver to Assignee, free and clear of all Liens (except for Permitted Liens), and Assignee shall purchase and accept from the Assignors and their Affiliates, free and clear of all Liens (except for Permitted Liens), all right, title and interest of the Assignors and their Affiliates in, to and under the Purchased Assets relating to the Acquired Stores identified on Schedule 1 attached hereto, and Assignee shall assume, pay, discharge and perform as required under the Assumed Liabilities relating to the Acquired Stores identified on Schedule 1 attached hereto.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained, in consideration of the representations, warranties and covenants contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto desire to enter into this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement on the terms set forth herein.

KNOW ALL PERSONS BY THESE PRESENTS, that the Assignors do, and cause their Affiliates to, subject to the satisfaction or waiver (as permitted) of the conditions set forth in the Purchase Agreement at the Subsequent Closing for the Acquired Stores listed on Schedule 1 attached hereto, hereby sell, transfer, assign, convey and deliver to Assignee, free and clear of all Liens (except for Permitted Liens), and Assignee does hereby purchase from the Assignors and their Affiliates, free and clear of all Liens (except for Permitted Liens), all right, title and interest of the Assignors and their Affiliates in, to and under the Purchased Assets

relating to the Acquired Stores identified on Schedule I attached hereto, in each case as of the Effective Time,

TO HAVE AND TO HOLD the same, unto Assignee, its successors and assigns forever, absolutely and unconditionally.

Notwithstanding any other provision of this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement to the contrary, this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement shall not constitute an agreement to assign or transfer any Acquired Lease, Permit or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment or transfer thereof, without the consent of any applicable third party (including any Governmental Entity), would constitute a breach or other contravention thereof, a violation of Law or would in any way adversely affect the rights of Assignee or any of the Assignors (as applicable).

Assignee hereby assumes and agrees to pay, discharge and perform in accordance with their terms all of the Assumed Liabilities to be assumed as of the date set forth on Schedule I attached hereto.

The respective rights of the Assignors, on the one hand, and Assignee, on the other, with respect to the Purchased Assets sold, transferred, assigned, conveyed and delivered hereby and the Assumed Liabilities shall be governed exclusively by the Purchase Agreement, and nothing in this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement shall alter any liability of the Assignors or Assignee arising under the Purchase Agreement, which shall (without limiting the generality of the foregoing) govern the representations, warranties, covenants, agreements and liabilities of the parties with respect to the Purchased Assets and the Assumed Liabilities. For the avoidance of doubt, Assignee hereby agrees and acknowledges that nothing in this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement shall be deemed to constitute, any representation or warranty, express or implied, with respect to any Purchased Asset or Assumed Liability, and except as expressly set forth in the Purchase Agreement Assignee shall acquire the Purchased Assets and the Assumed Liabilities without any representation or warranty, express or implied, as to merchantability, satisfactory quality or fitness for any particular purpose, in "as is" condition and on a "where is" basis but free and clear of all Liens (except for Permitted Liens). If there is any conflict or inconsistency between the provisions of the Purchase Agreement and this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement, the provisions of the Purchase Agreement shall govern.

This Subsequent Closing Bill of Sale, Assignment and Assumption Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their successors and permitted assigns. Nothing in this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period. No party may assign any of its rights or obligations under this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement except (i) as may be permitted under Section 10.7 of the Purchase Agreement or (ii) with the prior written consent of the other parties.

This Subsequent Closing Bill of Sale, Assignment and Assumption Agreement, and any Proceeding in any way arising out of or relating to this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement, the negotiation, execution or performance of this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement, the transactions contemplated hereby or thereby or the legal relationship of the parties hereto (whether at law or in equity, and whether in contract or in tort or otherwise), shall be governed by, and construed in accordance with, the laws of the State of Delaware (without giving effect to choice of law principles thereof).

Each of the parties hereto irrevocably (a) consents to submit itself to the exclusive jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (unless the Delaware Court of Chancery shall decline to accept jurisdiction over a particular matter, in which case, in any Delaware state or federal court within the State of Delaware), in connection with any matter based upon or arising out of this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement or any of the transactions contemplated by this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement or the actions of the Assignors or Assignee in the negotiation, administration, performance and enforcement hereof and thereof, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it will not bring any action relating to this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement or any of the transactions contemplated by this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement in any court other than the courts of the State of Delaware, as described above, and (d) consents to service being made through the notice procedures set forth in Section 10.4 of the Purchase Agreement (and the Assignors other than the Company consent to service being made at the address for the Company set forth in Section 10.4 of the Purchase Agreement). Each of the Assignors and Assignee hereby agrees that service of any process, summons, notice or document by U.S. registered mail to the respective addresses set forth in Section 10.4 of the Purchase Agreement shall be effective service of process for any suit or proceeding in connection with this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement or the transactions contemplated hereby (and the Assignors other than the Company agree that service of any process, summons, notice or document by U.S. registered mail to the address of the Company set forth in Section 10.4 of the Purchase Agreement shall be effective service of process with respect to each of the Assignors). Each party hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any Proceeding with respect to this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to serve process in accordance with this paragraph, that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and to the fullest extent permitted by applicable Law, that the Proceeding in any such court is brought in an inconvenient forum, that the venue of such Proceeding is improper or that this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement, or the subject matter hereof or thereof, may not be enforced in or by such courts and further irrevocably waives, to the fullest extent permitted by applicable Law, the benefit of any defense that would hinder, fetter or delay the levy, execution or collection of any amount to which the party is entitled pursuant to the final judgment of any court having jurisdiction. Each party hereto agrees that a final

judgment in any such Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law, a certified copy of which shall be conclusive evidence of the fact and amount of such judgment.

No provision of this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement may be amended, supplemented or modified except by a written instrument making specific reference hereto signed by all the parties to this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement.

If any term or other provision of this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement is found by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner to the end that the transactions contemplated hereby are completed as originally contemplated to the fullest extent possible.

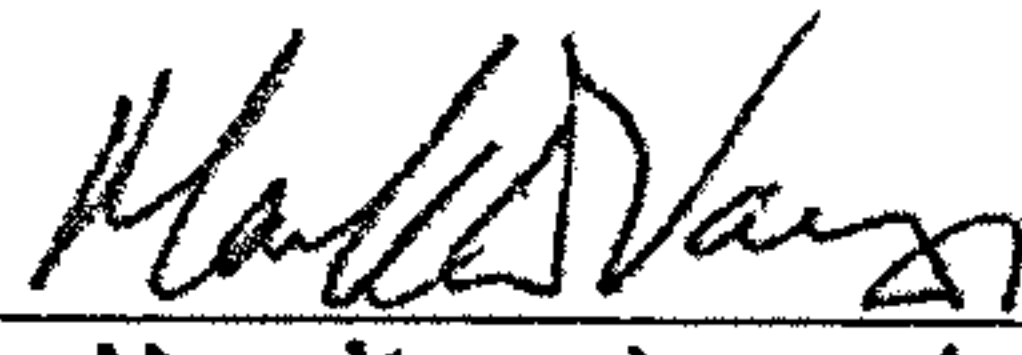
This Subsequent Closing Bill of Sale, Assignment and Assumption Agreement may be executed in counterparts, and by the different parties to this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement by facsimile or .pdf shall be as effective as delivery of a manually executed counterpart of this Subsequent Closing Bill of Sale, Assignment and Assumption Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignee and the Assignors have caused this Bill of Sale, Assignment and Assumption Agreement to be executed by their duly authorized representatives on the date set forth on Schedule 1 attached hereto.

ASSIGNEE:

WALGREEN CO.

By: 
Name: Mark Jainisi
Title: SVP WBA

ASSIGNORS:

RITE AID CORPORATION

By: 

Name: James J. Comitale

Title: Senior Vice President, General Counsel &
Secretary

HARCO, INC.

By: 

Name: James J. Comitale

Title: Senior Vice President & Assistant Secretary

Schedule 1

Closing Date: December 15, 2017

Store Number	Address	City	State	Subsidiary
1140	444 Wynn Drive, N.W.	Huntsville	AL	Harco, Inc.
1141	1338-A Winchester Road, N.E.	Huntsville	AL	Harco, Inc.
1146	14450 Highway 231/431 North	Hazel Green	AL	Harco, Inc.
4617	101 Asbury Street	Talladega	AL	Harco, Inc.
7001	140 Market Center Drive	Alabaster	AL	Harco, Inc.
7003	220 Forest Road	Hueytown	AL	Harco, Inc.
7005	South Cullman Center	Cullman	AL	Harco, Inc.
7006	715 Cullman Shopping Center	Cullman	AL	Harco, Inc.
7010	4689 Pinson Blvd	Pinson	AL	Harco, Inc.
7011	1 North Broadway Avenue	Sylacauga	AL	Harco, Inc.
7013	Roebuck Shopping Center	Birmingham	AL	Harco, Inc.
7014	1713 U.S. Highway 31 North	Fultondale	AL	Harco, Inc.
7021	2711 Culver Road	Mountain Brook	AL	Harco, Inc.
7024	3965 Crosshaven Drive	Birmingham	AL	Harco, Inc.
7025	2101 Pelham Parkway	Pelham	AL	Harco, Inc.
7026	4501 Valleydale Road	Birmingham	AL	Harco, Inc.
7028	521 University Blvd. East	Tuscaloosa	AL	Harco, Inc.
7029	2306 McFarland Blvd East	Tuscaloosa	AL	Harco, Inc.
7030	3206 15Th Street	Tuscaloosa	AL	Harco, Inc.
7034	4201 University Blvd., E	Tuscaloosa	AL	Harco, Inc.
7035	2916 University Blvd., E.	Tuscaloosa	AL	Harco, Inc.
7038	600 Skyland Boulevard E	Tuscaloosa	AL	Harco, Inc.
7039	617 Bear Creek Road	Tuscaloosa	AL	Harco, Inc.
7041	2300 McFarland Blvd	Northport	AL	Harco, Inc.
7044	1526 6Th Avenue, S.E.	Decatur	AL	Harco, Inc.
7045	2202 Danville Rd., Sw	Decatur	AL	Harco, Inc.
7047	2403 Florence Boulevard	Florence	AL	Harco, Inc.
7048	1313 North Wood Avenue	Florence	AL	Harco, Inc.
7049	241 Highway 31 Sw Ste 20	Hartselle	AL	Harco, Inc.
7051	805 South Montgomery Avenue	Sheffield	AL	Harco, Inc.
7053	298 Hughes Road	Madison	AL	Harco, Inc.
7054	8000 Madison Blvd Suite B	Madison	AL	Harco, Inc.
7055	12290 Hwy 231-431 North	Meridianville	AL	Harco, Inc.
7056	6707 Us Hwy 431 Suite 101	Owens Cross Roads	AL	Harco, Inc.
7058	4906 Whitesburg Drive	Huntsville	AL	Harco, Inc.
7060	1303 Gault Avenue North	Fort Payne	AL	Harco, Inc.
7062	42 McCurdy Avenue N	Rainsville	AL	Harco, Inc.
7084	1430 Quintard Avenue	Anniston	AL	Harco, Inc.
7085	4880 Highway 78 West	Oxford	AL	Harco, Inc.
7086	601 Snow Street	Oxford	AL	Harco, Inc.
7087	2413 Highway 431 North	Anniston	AL	Harco, Inc.
7366	1337 Montclair Road	Birmingham	AL	Harco, Inc.
7367	1018 Main Street	Gardendale	AL	Harco, Inc.

7369	3209 Ensley 5 Points West Ave	Birmingham	AL	Harco, Inc.
7370	1615 Montgomery Highway	Hoover	AL	Harco, Inc.
7379	708 Montgomery Highway	Vestavia Hills	AL	Harco, Inc.

EXHIBIT "C"

Walgreens

May 9, 2018

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

William Dennis Schilling
c/o Nancy Schilling & Thurman Wilson
1032 26th St. S.
Birmingham, AL 35205

7009 1680 0000 7545 4941

Re: Rite Aid Location No. 7025/Walgreens Location No. 19738
2101 Pelham Parkway, Pelham, AL

Gentlemen:

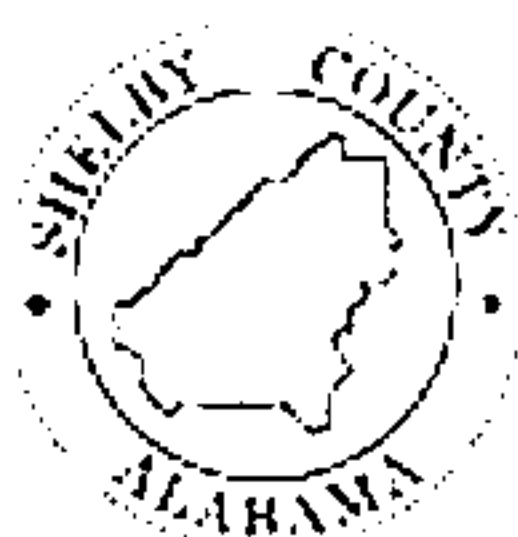
Pursuant to the Lease between us for the above-referenced location, and within the time and manner required, please be advised that Tenant hereby elects to not extend the Lease. All rights and obligations under the Lease shall hereby be terminated December 8, 2018.

Should you have any questions regarding this matter, please contact me via e-mail at vicki.hodge@walgreens.com.

Very truly yours,

WALGREEN CO.

BY: *Vicki Hodge*



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/28/2020 03:29:20 PM
\$140.00 CHERRY
20200228000080260

Member of Walgreens Boots Alliance

Allen S. Bayl