

After recording return to:  
CVS Health Corporation  
One CVS Drive, Mail Code 1160  
Woonsocket, RI 02895  
Att: CG  
(Re: Store 0467)

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WITNESSETH:

FIRST AMENDMENT TO MEMORANDUM OF LEASE

THIS FIRST AMENDMENT TO MEMORANDUM OF LEASE is entered into by and between BZCP CALERA AL LLC, an Alabama limited liability company ("Landlord") and ALABAMA CVS PHARMACY, L.L.C., an Alabama limited liability company (the "Tenant").

WITNESSETH

WHEREAS, Landlord's predecessor in interest, SCP 2009-C32-001 LLC, as original landlord ("Original Landlord"), and Tenant entered into that certain Lease dated June 19, 2009 (the "Original Lease") evidenced by the recording of that certain Memorandum of Lease entered into by Original Landlord and Tenant dated June 19, 2009 and recorded on August 19, 2009 as Instrument 20090819000320110 in the Probate Office of Shelby County, Alabama (the "Original Memorandum of Lease"); and

WHEREAS, the Landlord and the Tenant have entered into that certain First Amendment to Lease dated contemporaneously herewith (the "First Amendment") and desire to amend the Original Memorandum of Lease as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and total sufficiency of which is hereby acknowledged, the Landlord and the Tenant hereby amend the Original Memorandum of Lease as follows:

1. The term "Lease" shall mean the Original Lease as amended by the First Amendment, and as further amended from time to time.
2. The address of the Landlord set forth in the Original Memorandum of Lease is hereby changed to:

BZCP Calera AL LLC  
260 East Main Street, Suite 2746  
Rochester, NY 14604

3. The name and address of the Tenant in the Original Memorandum of Lease is hereby changed to:

Alabama CVS Pharmacy, L.L.C.  
 One CVS Drive, MC 1105  
 Woonsocket, Rhode Island 02895  
 Attention: Property Administration Department, Store No. 0467

4. The Date of the Expiration of the Initial Term is hereby changed to: ten (10) years after the New Rent Commencement Date (as defined in the First Amendment) and such additional days as required, if any, so that the Initial Term expires on the last day of a calendar month; all subject to the terms and conditions in the Lease.
5. The Renewal Options are hereby changed to: "Tenant has options for up to five (5) Extension Periods of five (5) years each, as provided in the Lease.
6. Tenant has the following exclusive which has been added to the Lease as a new Section 48:

If Landlord or any of its affiliates holds or acquires a controlling interest in any real estate immediately adjacent to the Premises or at the same intersection as the Premises, in the event that the Premises is located at an intersection (the "Restricted Land"), then, provided that Tenant is not in default of any of its monetary obligations contained in this Lease beyond all applicable notice and cure periods, and provided that Tenant is conducting business in the Premises as a retail pharmacy, Tenant shall have the options described below if, after the Effective Date of the First Amendment to this Lease, Landlord or any of its affiliates enters into a new lease, amends an existing lease or, except in circumstances where Landlord is required to deliver its consent or may not unreasonably withhold such consent, provides consent under an existing lease, permitting a "Conflicting Use" (as that term is defined below) on the Restricted Land. As used herein, "Conflicting Use" shall mean a health and beauty aids store, a store offering one-hour or other on-site photo processing, including, without limitation, digital photo processing, a vitamin store, a pharmacy mail order facility, a drug store, a pharmacy prescription department, a retail health center, the sale of alcoholic beverages, including without limitation beer, wine and distilled spirits, for off-premises consumption but only if the Premises is selling alcoholic beverages, beer, wine and/or distilled spirits, 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. In no event shall the definition of a Conflicting Use include a convenience store that is operated as part of a gas station (examples of which include, without limitation, 7-Eleven, WaWa, Circle K, Big Apple or Cumberland Farms), or a supermarket, provided a supermarket with a pharmacy shall not be permitted.

As used in this Lease:

(i) the term “pharmacy prescription department” shall include the dispensing, distribution or furnishing of prescription drugs by pharmacists, physicians, dentists, other health care practitioners or entities such as health maintenance organizations for a fee or profit and a facility which accepts prescriptions from customers which are filled elsewhere and delivered to the customer. A “pharmacy prescription department” shall not include 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.

(ii) the term “health and beauty aids store” shall mean a store which devotes more than ten percent (10%) of contiguous retail selling space to the display and sale of health and beauty aids.

(iii) the term “retail health center” shall include such operations as Tenant’s “Minute Clinic” or other similar use providing walk-in, non-traumatic medical services, but specifically excluding physician, dentistry, optometrists, or other health care offices or practitioners, dialysis providers, or day spas such as Massage Envy or a similar day spa concept.

The parties further acknowledge and agree that this Section is effective as of the Effective Date of the First Amendment to this Lease, and applies only to those leases and occupancy agreements entered into as of or following the Effective Date of the First Amendment to this Lease, provided that Landlord or Landlord’s affiliates shall not provide any consents or other amendments to leases and occupancy agreements entered into prior to the Effective Date of the First Amendment to this Lease that would result in a violation of this Section. For clarification purposes, this Section shall not apply to any properties acquired by Landlord or Landlord’s affiliates as of or after the Effective Date which are subject to existing leases or occupancy agreements that would result in a violation of this Section.

7. The other provisions set forth in the First Amendment are hereby incorporated by reference into this Amendment. In the event of any conflict between provisions of the Lease and the memorandum of lease, the provisions of the Lease shall prevail.
8. Except as expressly modified by the terms and provisions of this Amendment, each and every of the terms and provisions of the Memorandum of Lease are unchanged and continued in full force and effect.

SIGNATURES APPEAR ON FOLLOWING PAGES

Poor Quality

IN WITNESS WHEREOF, the parties have executed this First Amendment to Memorandum of Lease as of the 17<sup>th</sup> day of April, 2025.

BCZP CALERA AL LLC, an Alabama limited liability company

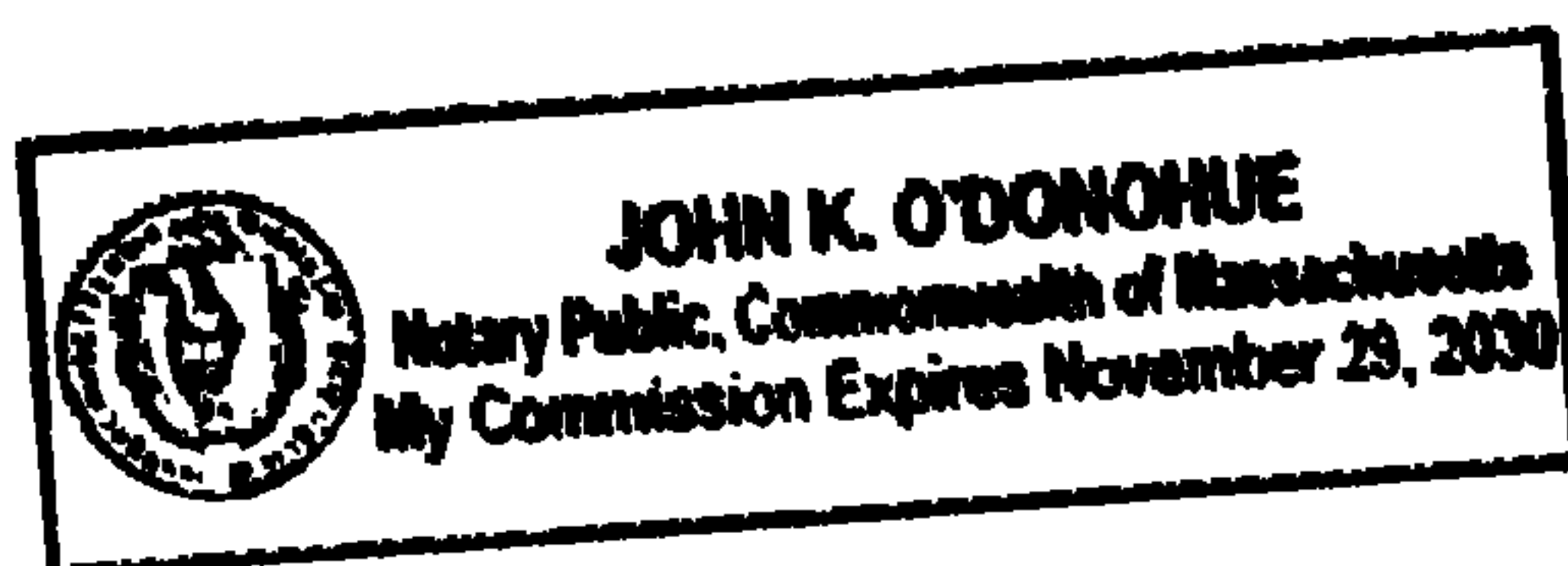
By: Blue Zone Capital Partners LLC, a Delaware limited liability company, its Manager

By: [Signature]  
Keith Bernardo, Member

STATE OF Massachusetts §  
COUNTY OF Essex §

SS:

This instrument was acknowledged before me on this 17 day of April, 2025, by Keith Bernardo, the Member of Blue Zone Capital Partners LLC, a Delaware limited liability company, the Manager of BCZP CALERA AL LLC, an Alabama limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.



[Notary Seal]


[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_



**TENANT:**

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

By:   
Name: \_\_\_\_\_  
Title: **Cheryl A. Green**  
**Assistant Secretary**

CVS Legal Approval: cag

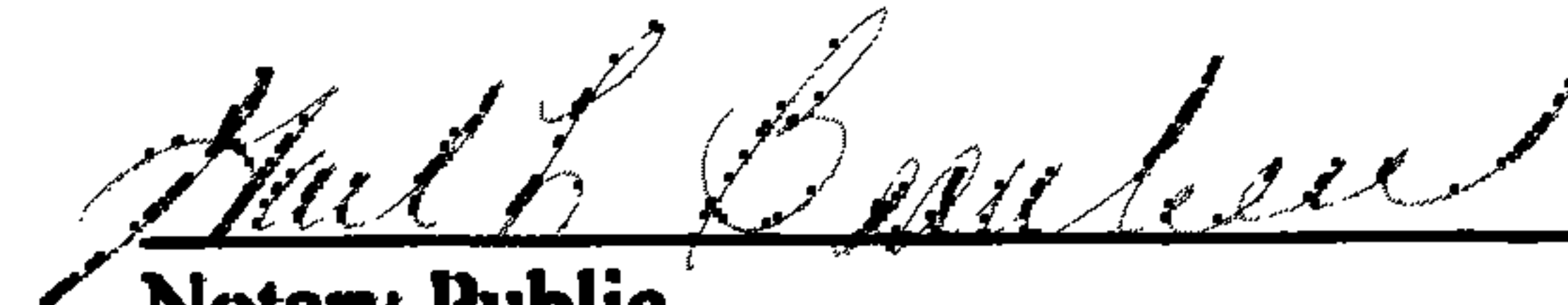
STATE OF RHODE ISLAND

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ss.

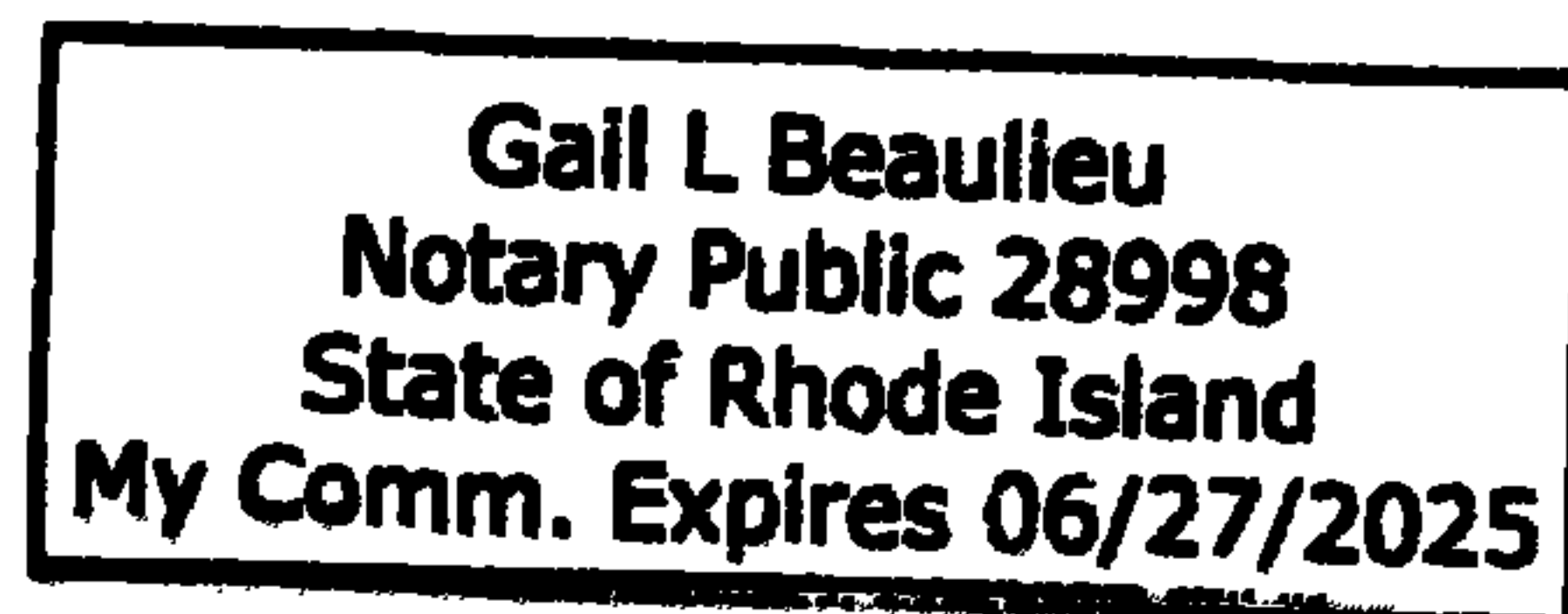
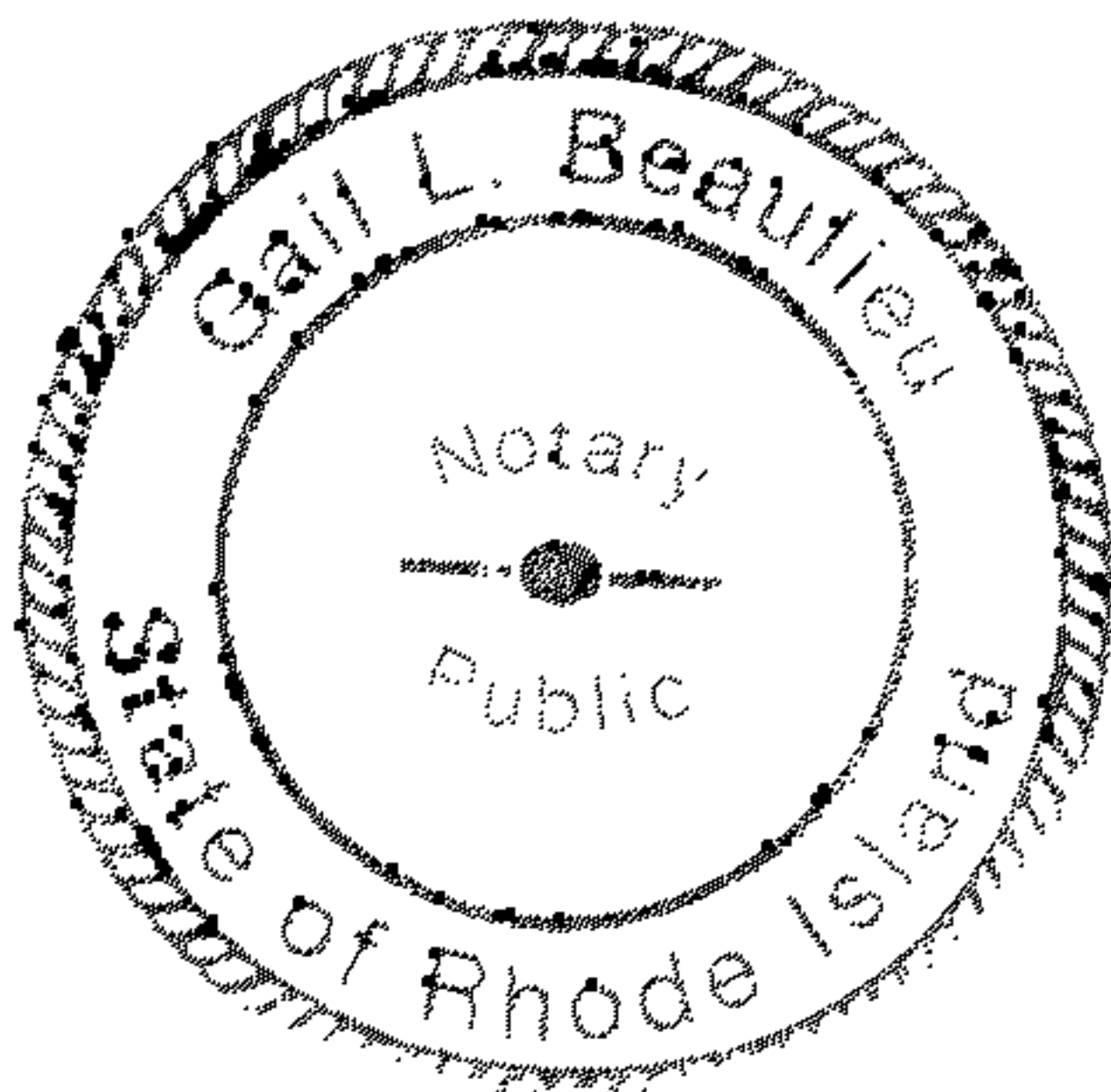
COUNTY OF PROVIDENCE

This instrument was acknowledged before me on this 13th day of March, 2025, by Cheryl A. Green, Assistant Secretary of Alabama CVS Pharmacy, L.L.C., an Alabama limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

  
Notary Public

[Notary Seal]

My commission expires: 6/27/2025



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
04/22/2025 01:17:27 PM  
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