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BK 130 PG 693
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

PREPARED BY AND AFTER RECORDING, RETURN TO:
Baskin, McCarroll, McCaskill & Campbell, PA
PO Box 190
Southaven, MS 38671
(662) 349-0664
File No: 908090 Initials: _____

Bryan J. Stanley, Esq.
Bryan J. Stanley, P.A.
209 Turner Street
Clearwater, Florida 33756

**SHORT FORM MEMORANDUM
NOTICE OF LEASE**

Notice is hereby given of the Lease hereinafter described

PARTIES TO LEASE:

LANDLORD:

Boos-Southaven, LLC, a Florida
limited liability company
2651 McCormick Drive
Clearwater, Florida 33759

TENANT:

Mississippi CVS Pharmacy, L.L.C., a Mississippi
limited liability company
c/o CVS Pharmacy
One CVS Drive
Woonsocket, RI 02895

DATE OF EXECUTION OF LEASE: December 1, 2008

TERM OF LEASE:

The term shall commence on the Date of Rent Commencement in the manner and condition provided in Article 7 (a) of Part II of the Lease, and shall expire twenty-five (25) years from the "Date of Rent Commencement" (as defined in Article 5(a) of Part II of 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.

As used in the Lease, "Term" shall include the Initial Term and any Extension thereof pursuant to Article 3 of Part II of the Lease.

DESCRIPTION OF LEASED PREMISES:

The Leased Premises consists of that certain lot or parcel of real estate located at the southwest corner of the intersection of Goodman Road and Getwell Road, Southaven, Desoto County, Mississippi, as outlined on Exhibit A, including the Building which is 95 feet in

asthm

width, by 142 feet in depth, and containing a total of 13,225 square feet of ground floor area and including all buildings and other improvements situated on said property, and all rights, easements, rights of way, and other appurtenances thereto.

DEED REFERENCE: Special Warranty Deed dated December 11, 2008 and recorded on December 23, 2008 in Book 600, Page 75 in the Public Records of DeSoto County, Mississippi.

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 five (5) immediately successive periods of five (5) years each.

EXCLUSIVE

If Landlord or any of its officers, directors, trustees, members, or partners, hold or acquire any 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, (whether accomplished directly by direct ownership, or indirectly through the use of leases, cross-easement agreements or similar documents), during the Term, Landlord agrees that (unless any premises on said real estate are already so leased and/or used) Landlord shall not allow any of the premises on such land to be leased or to be used for the purpose of a health and beauty aids store, a drug store, a vitamin store, and/or the operation of a pharmacy. Neither Landlord, nor any of its officers, directors, trustees, members or partners shall sell or transfer any interest in any such real estate, would violate this Article.

As used in this Lease: the term "operation of a pharmacy " shall mean any 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 the "operation of a pharmacy"; and a "health and beauty aids store" shall mean a store which devotes more than 5% of its retail selling space to the display and sale of health and beauty aids.

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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Short Form Memorandum of Lease as of this 25th day of February, 2009.

WITNESSES:

LANDLORD:

BOOS-SOUTHAVEN, LLC, a Florida limited liability company

By: BOOS STATES DEVELOPMENT, LLC, a Florida limited liability company

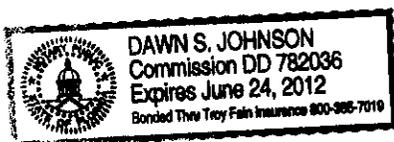
Dawn S. Johnson
Print Name: DAWN S. JOHNSON

Debra L. Giovanis
Print Name: DEBRA L. GIOVANIS

By: *Robert D. Boos*
Robert D. Boos
Managing Member

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 25th day of February, 2009, by ROBERT D. BOOS, the Managing Member of BOOS STATES DEVELOPMENT, LLC, a Florida limited liability company, and the sole member of BOOS-SOUTHAVEN, LLC, a Florida limited liability, on behalf of the companies. He is personally known to me.



Dawn S. Johnson
Notary Public - (Signature)
Print Name: DAWN S. JOHNSON
My Commission Expires: _____

WITNESSES:

TENANT:

MISSISSIPPI CVS PHARMACY, L.L.C., a
Mississippi limited liability company

Marcia Jasany
Print Name: Marcia Jasany

Philip Fico
Print Name: Philip Fico

By: Timothy E. Kramer
Print Name: TIMOTHY E. KRAMER
Print Title: ASST. SECY./SENIOR LEGAL COUNSEL

OHIO
STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE
SUMMIT

The foregoing instrument was acknowledged before me this 27th day of FEBRUARY,
2009, by TIMOTHY E. KRAMER, the ASST SECY
of MISSISSIPPI CVS PHARMACY, L.L.C., a Mississippi limited liability company, on
behalf of the company, who is personally known to me, ~~or has produced a valid~~
_____ as identification.

Marcia Jasany
Notary Public (Signature)
Print Name: Marcia Jasany
My Commission Expires: _____

MARCIA JASANY
Notary Public
State of Ohio
My Commission Expires 3/1/2009



Exhibit A
(Legal Description)

Lot 1, District 21, Phase A, Snowden Farms PUD, situated in Section 33, Township 1 South Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 108, Pages 14-16, in the Office of the Chancery Clerk of DeSoto County, Mississippi, and being a part of the Bob White Land, LLC, Bob White Farm, LLC, RTA Properties, LLC, THT, III Properties, LLC, BST Properties, LLC and RCT Properties, LLC property as described in Book 569 Page 754 (Parcel V) and being in the Northeast Quarter of Section 33, Township 1 South, Range 7 West in the City of Southaven, Desoto County, Mississippi:-

Commencing at the recognized and accepted Northeast corner of Section 33, Township 1 South, Range 7 West in the City of Southaven, Desoto County, Mississippi, said point being the intersection of the centerlines of Goodman Road (Mississippi Highway 302) and Getwell Road; thence North 89 Degrees 22 Minutes 56 Seconds West with the centerline of Goodman Road a distance of 381.27 feet to a point; thence South 00 Degrees 37 Minutes 04 Seconds West a distance of 75.00 feet to an iron pin set in the south line of Goodman Road (right-of-way varies) said iron pin being the true point of beginning; thence South 00 Degrees 14 Minutes 56 Seconds East a distance of 135.94 feet to an iron pin set at a point of curvature; thence southeastwardly along a curve to the left having a radius of 216.00 feet a distance of 142.82 feet (chord = South 19 Degrees 11 Minutes 28 Seconds East 140.23 feet, Delta = 37 Degrees 53 Minutes 05 Seconds) to an iron pin set; thence South 50 Degrees 06 Minutes 47 Seconds West a distance of 100.77 feet to an iron pin set; thence North 38 Degrees 42 Minutes 14 Seconds West a distance of 51.82 feet to an iron pin set; thence South 89 Degrees 45 Minutes 04 Seconds West a distance of 216.72 feet to an iron pin set; thence North 00 Degrees 14 Minutes 56 Seconds West a distance of 286.78 feet to an iron pin set in the south line of Goodman Road; thence easterly along the south line of Goodman Road the following three calls:-

South 89 Degrees 11 Minutes 13 Seconds East a distance of 108.14 feet to an iron pin set; thence North 86 Degrees 28 Minutes 25 Seconds East a distance of 140.05 feet to an iron pin set; thence South 89 Degrees 22 Minutes 56 Seconds East a distance of 33.10 feet to the point of beginning and containing 1.96 acres.