

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is dated November 19th, 2009, by and between RW Goodman Realty, LLC, a Mississippi limited liability company, having its principal place of business at c/o Goodman Realty, Inc., 636 Old York Road, Jenkintown, PA 19046 ("Landlord"), and Mississippi CVS Pharmacy, L.L.C., a Mississippi limited liability company, with its principal place of business at One CVS Drive, Woonsocket, RI 02895 ("Tenant").

Landlord and Tenant entered into that certain Lease (the "Lease") dated November 19th, 2009, with respect to certain real property located in Southaven, Mississippi, said property being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "Premises").

The Lease Term shall commence on the date of the Lease, and shall expire twenty-five (25) years thereafter, plus any months and days necessary to have the term expire on the next January 31st. The Lease provides for ten (10) extension terms of five (5) years each.

The Lease includes the following provisions:

(a) If Landlord or any of its controlling parties hold or acquire any interest in any land 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 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, a business providing photo finishing or photo processing services, and/or operation of a pharmacy.

(b) 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 customers. 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"; a "health and beauty aids store" shall mean a store which devotes more than the lesser of five (5%) of its retail selling space or 500 square feet to the display and sale of health and beauty aids; a "vitamin store" shall mean a store which devotes more than the lesser of five percent (5%) of its retail selling space or 500 square feet to the display and sale of vitamins.

The other provisions set forth in the Lease are hereby incorporated by reference into this Memorandum of Lease. Except as otherwise expressly provided in the Lease, the covenants, conditions, easements and agreements contained in the Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors, administrators and assigns.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Lease to be executed on the date set forth below, but to be effective as of November 19, 2009.

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Baskin

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TENANT'S SIGNATURE PAGE

Attached to and made a part of Memorandum of Lease executed on the 16th day of November, 2009, but to be effective as of November 19th, 2009.

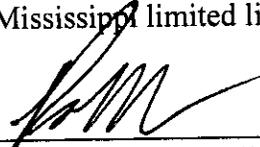
Between:

RW Goodman Realty, LLC, Landlord
and
Mississippi CVS Pharmacy, L.L.C., Tenant

Premises:

CVS Store No. 08955
Location: Southaven, MS

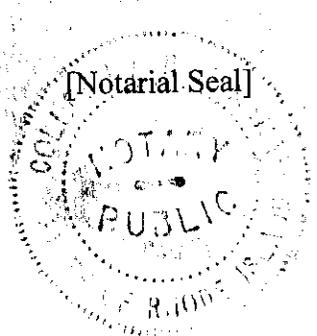
Mississippi CVS Pharmacy, L.L.C.,
a Mississippi limited liability company


By: Robert T. Marcello, its Vice President

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

I Colleen Bandarra a Notary Public of said County and State, certify that Robert T. Marcello personally appeared before me this day and acknowledged that he is Vice President of Mississippi CVS Pharmacy, L.L.C., a Mississippi limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by its Vice President, as the act and deed of the company.

Witness my hand and notarial seal, this 16th day of November, 2009.




Notary Public
My Commission Expires: _____
Colleen A Bandarra
Notary Public
State of Rhode Island
My Commission Expires 07/26/2011

EXHIBIT A

(to Memorandum of Lease)

REAL ESTATE DESCRIPTION

LEGAL DESCRIPTION

ALL THAT CERTAIN PROPERTY described as Lot 6, First Addition to South Lake Commercial Subdivision as recorded in Plat Book 55, Page 45 and being the CVS 8955 MS, LLC property as described in Book 601, Page 680 in the Northeast Quarter of Section 36, Township 1 South, Range 8 West in the City of Southaven, DeSoto County, Mississippi:

COMMENCING at a point at the recognized and accepted Northeast corner of Section 36, Township 1 South, Range 8 West, Southaven, DeSoto County, Mississippi; thence South 89 degrees 38 minutes 28 seconds West along Goodman Road (Mississippi Highway 302) (right-of-way varies), a distance of 71.05 feet to a point; thence South 00 degrees 21 minutes 32 seconds East a distance of 66.45 feet to an iron pin found at the intersection of the south line of Goodman Road and the West line of Airways Boulevard (right-of-way varies); thence South 00 degrees 29 minutes 50 seconds East with the west line of Airways Boulevard a distance of 100.00 feet (plat = 98.99 feet) to an iron pin set; thence North 89 degrees 17 minutes 49 seconds East a distance of 18.21 feet to an iron pin set in the west line of Airways Boulevard (53 feet from centerline); thence South 00 degrees 29 minutes 50 seconds East with the west line of Airways Boulevard a distance of 102.55 feet (plat = 103.27 feet) to an iron pin set in the North line of Lot 14, South Lake Commercial Subdivision as recorded in Plat Book 73, Page 26; thence South 89 degrees 15 minutes 36 seconds West with the north line of said Lot 14 a distance of 286.62 feet (plat = 286.55 feet) to an iron pin found in the east line of Lot 7, 2nd Addition to South Lake Commercial Subdivision as recorded on Plat Book 61, Page 19; thence North 00 degrees 56 minutes 59 seconds West with the east line of said Lot 7 a distance of 201.18 feet to an iron pipe found in the south line of Goodman Road; thence North 89 degrees 01 minutes 51 seconds East with the south line of Goodman Road a distance of 270.01 feet to the point of beginning and containing 1.29 acres.

TOGETHER WITH all rights and easements contained in that certain Non-Exclusive Access Easement, Drainage Easement and Agreement, dated December 10, 1996 and filed of record on December 18, 1996 in Deed Book 310, page 292, in the Office of the Chancery Clerk of DeSoto County, Mississippi, as amended by that certain Limited Termination and Release of Non-Exclusive Access Easement, dated May 31, 2000 and filed for record in Deed Book 374, page 772, records aforesaid.

After Recording, Return to.
 Baskin, McCarroll, McCaskill, Aldridge
 & Campbell, PA
 PO Box 190
 Southaven, MS 38671
 (662) 349-0664

File No: 909120 Initials: _____