

JAN-27-2010 15:30



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03-9

MEMORANDUM OF LEASE

Notice is hereby given of the Lease hereinafter described.

PARTIES TO LEASE:**LANDLORD:**

Noyes Realty, LLLP
114 Andros Road
Key Largo, FL 33037

TENANT:

Massachusetts CVS Pharmacy, L.L.C.
a Massachusetts limited liability company
One CVS Drive
Woonsocket, RI 02895

DATE OF EXECUTION OF LEASE:

August 20, 2009, as amended October 28, 2009

INITIAL TERM OF LEASE:

The Initial Term of the Lease shall commence on January 26, 2010 and shall expire twenty-five (25) years from the Date of Rent Commencement, plus any months and day necessary to have the term expire on the next January 31st.

DESCRIPTION OF LEASED PREMISES:

That certain lot or parcel of land situated at 821-837 Massachusetts Avenue, in the Municipality of Arlington, County of Middlesex, Commonwealth of Massachusetts, as more particularly described in Exhibit A attached hereto and incorporated herein by reference.

OPTIONS TO EXTEND LEASE:

Tenant has the option to extend the Term of this Lease, for three (3) extension periods of five (5) years each, exercisable by written notice given not later than six (6) months prior to the expiration of the Initial Term or the expiration of the then applicable extension period.

RIGHT OF FIRST REFUSAL

Tenant has the right of first refusal to purchase all or any portion of the Premises.

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EXCLUSIVITY:

(a) If Landlord, or any of Landlord's Affiliates, 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 (unless any premises on said land 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 a health and beauty aids store, a greeting card and gift store, a candy store, a store offering one-hour or other on-site photo processing, a vitamin store, a pharmacy mail order facility, a drug store, a pharmacy prescription department, and/or a Dollar Store.

(b) As used in the Lease: the term "pharmacy prescription department" shall include the dispensing of prescription drugs by physicians, dentists, other health care practitioners, or entities such as health maintenance organizations, where such dispensing is for profit; and a "health and beauty aids store" shall mean a store which devotes more than five percent (5%) of its retail selling space to the display and sale of health and beauty aids.

MISCELLANEOUS:

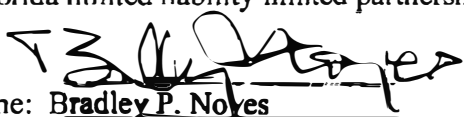
This instrument is only a brief summary of certain provisions for the purpose of giving notice of the Lease and is not deemed to amend the Lease in any respect. Reference is hereby made to the Lease for a more complete description of the terms. In the event of any conflict between the terms of the Lease and the terms of this Memorandum of Lease, the terms of the Lease shall control.

[Remainder of Page Intentionally Blank; Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum of Lease as of this 26th day of January, 2010.

LANDLORD:

Noyes Realty, LLLP
a Florida limited liability limited partnership

By: 

Name: Bradley P. Noyes

Its: General Partner

TENANT:

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

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum of Lease as of this 26th day of January, 2010.

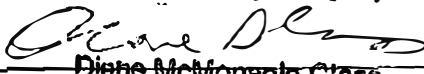
LANDLORD:

Noyes Realty, LLLP
a Florida limited liability limited partnership

By: _____
Name: _____
Its: _____

TENANT:

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

By: 
Name: Diane McMonagle-Glass
Its: Assistant Secretary

ACKNOWLEDGEMENTS

STATE OF FLORIDA)
) SS:
County of Morroe)

On this 26th day of January, 2010, before me personally appeared Bradley P. Noyes, who, being by me duly sworn, did depose and say that he is the General Partner of Noyes Realty, LLLP, a Florida limited liability limited partnership described in this instrument and that he executed this instrument on behalf of said company and that he had authority to do so.

Name Ellie P Parker
NOTARY PUBLIC

(NOTARY SEAL)



STATE OF RHODE ISLAND)
) SS:
COUNTY OF PROVIDENCE)

On this ____ day of January, 2010, before me personally appeared _____, who, being by me duly sworn, did depose and say that he/she is the _____ of Massachusetts CVS Pharmacy, L.L.C., a Massachusetts limited liability company described in this instrument and that she executed this instrument on behalf of said company and that he/she had authority to do so.

Name: _____
NOTARY PUBLIC

ACKNOWLEDGEMENTS

Commonwealth of Massachusetts)
) SS:
 County of _____)

On this _____ day of January, 2010, before me personally appeared _____, who, being by me duly sworn, did depose and say that he is the _____ of Noyes Realty, LLLP, a Florida limited liability limited partnership described in this instrument and that he executed this instrument on behalf of said company and that he had authority to do so.

Name: _____
 NOTARY PUBLIC

STATE OF RHODE ISLAND)
) SS:
 COUNTY OF PROVIDENCE)

On this 25 day of January, 2010, before me personally appeared Maria McMane-Glass, who, being by me duly sworn, did depose and say that he/she is the Asst. Sec. of Massachusetts CVS Pharmacy, L.L.C., a Massachusetts limited liability company described in this instrument and that she executed this instrument on behalf of said company and that he/she had authority to do so.

Dawn M. Bucci
 Name: _____
 NOTARY PUBLIC

Dawn M. Bucci
 Notary Public
 State of Rhode Island
 My Commission Expires 07/24/2010

EXHIBIT A**LEASED PREMISES DESCRIPTION**

The parcels of land in Arlington, Middlesex County, Massachusetts, bounded and described as follows:

PARCEL ONE/RECORDED LAND

The land in said Arlington, with the buildings thereon now numbered 835 Massachusetts Avenue, bounded:

SOUTHWESTERLY	by said Massachusetts Avenue, fifty-five and 83/100 (55.83) feet;
NORTHWESTERLY	by land now or formerly of Kimball, two hundred fifty-three and 62/100 (253.62) feet;
NORTHERLY	by land nor or formerly of Cutter, one hundred thirty-nine and 28/100 (139.28) feet;
SOUTHEASTERLY	by land now or formerly of Noyes Realty LLLP, being the second parcel herein described, by three lines totaling three hundred fifty and 42/100 (350.42) feet.

Containing approximately nineteen thousand eight hundred twenty-four (19,824) square feet of land.

PARCEL TWO/RECORDED LAND

The land in said Arlington, with the buildings thereon numbered 833 Massachusetts Avenue, bounded:

SOUTHWESTERLY	by said Massachusetts Avenue, fifty (50) feet;
NORTHWESTERLY	by land now or formerly of Noyes Realty LLLP, being the first parcel hereinbefore described, by three lines totaling three hundred fifty and 42/100 (350.42) feet;
NORTHEASTERLY	by land now or formerly of Frost Insecticide Company, one hundred twenty-nine and 8/10 (129.8) feet;
SOUTHEASTERLY	by land now or formerly of Teel, two hundred seventy-eight and 9/10 (278.9) feet.

Containing approximately twenty-eight thousand seven hundred eighty-nine (28,789) square feet of land.

PARCEL THREE/RECORDED LAND

A certain parcel of land with the buildings thereon, situated in said Arlington and being a parcel shown as containing 18,700 square feet of land on a "Plan of Land of Emily A. Teel, Arlington, Mass.", Middlesex Southern District Registry of Deeds in Book of Plans 207, Plan 8 bounded and described as follows:

SOUTHWESTERLY by Massachusetts Avenue, 123.65 feet;
 NORTHWESTERLY by land formerly of N. L. Chaffi, 278.9 feet;
 NORTHEASTERLY by land now or formerly of Frost Insecticide Company, 46.43 feet;
 and
 SOUTHEASTERLY by land now or formerly of Howard in three courses, as shown on
 said plan, 66.65 feet; 87.79 feet and 90.65 feet.

PARCEL FOUR/RECORDED LAND

A certain parcel of land with the building thereon in Arlington, County of Middlesex, and said Commonwealth, the unregistered parcel being shown as Lot A on a plan entitled "Plan of Land of Emily A. Teel, Arlington, Mass." dated April 29, 1912, C. H. Cannett, C.E., recorded with Middlesex South District Deeds, Plan Book 207, Plan 8, and according to said plan more fully bounded and described as follows:

SOUTHWESTERLY by Massachusetts Avenue 49.07 feet;
 WESTERLY and
 NORTHWESTERLY by a lot containing 18,700 sq. ft. of land, by two courses
 respectively measuring 90.65 feet and 154.44 feet;
 NORTHEASTERLY by land of Frost Insecticide Co., 38.06 feet;
 SOUTHEASTERLY by land of Arlington Baptist Society, 169.54 feet; and again
 SOUTHEASTERLY by Parcel Five herein after described 62.6 feet.

PARCEL FIVE/REGISTERED LAND

A certain parcel of land situated in Arlington, County of Middlesex and said Commonwealth, the registered Parcel being shown as Lot B on a Subdivision Plan filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 4, Page 341 with Certificate 523 (Plan #312A). According to said plan the parcel is bounded and described as follows:

SOUTHWESTERLY	by Massachusetts Avenue, 12 feet;
NORTHWESTERLY	by land now or formerly of Emily A. Teel, 62.6 feet; and
SOUTHEASTERLY	by Lot A as shown on plan hereinbefore mentioned, 60.2 feet.