

Lease/Ground Lease Agreement

LEASE

This Lease is made on the Date of Lease specified below, between the Landlord and the Tenant specified below.

PART I

1. Date of Lease: Sept 29, 2008
2. Landlord name, and state of and type of entity: DAG Development I, Ltd., a Texas limited partnership
FID# 26-3426750
- 3.(a) Landlord business address: 335 E. Sonterra Blvd., Suite 200
San Antonio, Texas 78258
Telephone: (210) 308-6288
- 3.(b) Landlord notice address: 335 E. Sonterra Blvd., Suite 200
San Antonio, Texas 78258
- with a copy to: Andrew L. Baumgardner
General Counsel
Dominion Advisory Group, Inc.
335 E. Sonterra Blvd., Suite 200
San Antonio, Texas 78258
4. Landlord's Property Manager: Dominion Advisory Group, Inc.
335 E. Sonterra Blvd., Suite 200
San Antonio, Texas 78258
Attn: Larry R. Baumgardner, CCIM
Telephone: (210) 308-6288
5. Tenant name, and state of and type of entity: CVS Pharmacy, Inc., a Rhode Island corporation
6. Tenant business address: One CVS Drive
Woonsocket, RI 02895
7. Tenant notice address: One CVS Drive

Woonsocket, RI 02895
Attn: Property Administration
Department, Store No. 8978

8. Guarantor:

CVS Caremark Corporation
a Delaware Corporation
One CVS Drive
Woonsocket RI 02895

9. Premises: that certain lot or parcel of real estate located at the northeast corner of Stone Oak Parkway and Canyon Golf Road, San Antonio, Bexar County, Texas, as described on **Exhibit A** outlined in red on **Exhibit A-1**, including the Building to be constructed pursuant to Section 10 below (which Building is outlined in green on **Exhibit A-1**), and including all improvements situated on said property, and all rights, easements, rights of way, and other appurtenances thereto. The layout of the Protected Driveways shall be substantially identical as shown on **Exhibit A-1-1** as "Restricted Driveways" and the Protected Curbcuts shall be as shown on **Exhibit A-1-1** as "Restricted Curbcuts." The site plan attached hereto as **Exhibits A-1** may only be modified by Landlord with the prior written consent of Tenant, which consent Tenant may withhold in its sole discretion. If the location of the Restricted Driveways and the Restricted Curbcuts are modified so that such Restricted Driveways and Curbcuts are not substantially identical as shown on **Exhibit A-1-1**, Landlord must obtain the prior written consent of Tenant to any modifications, which consent Tenant may withhold in its sole, but reasonable discretion. Tenant shall not be obligated to accept delivery of the Premises if the Premises layout is not identical to the layout shown on **Exhibit A-1**, as said **Exhibit A-1** may be changed with Tenant's approval. Tenant shall not be obligated to accept delivery of the Premises if the location and the layout of the Restricted Driveways and Restricted Curbcuts are not substantially identical to the location and layout shown on **Exhibit A-1-1**, as said **Exhibit A-1-1** may be changed with Tenant's approval. Any reference in this Lease to "**Exhibit A-1**" shall mean the **Exhibit A-1** attached hereto, or as said **Exhibit A-1** may be modified with Tenant's approval. Any reference in this Lease to "**Exhibit A-1-1**" shall mean the **Exhibit A-1-1** attached hereto, or as said **Exhibit A-1-1** may be modified with Tenant's approval. For purposes of this Lease, in connection with the driveway from the Premises to Canyon Golf Road leading to the curbcut on Canyon Golf Road which are not located on the Premises and which are part of the Restricted Driveways and Restricted Curbcuts, a substantially identical layout shall be deemed to mean a full access curbcut and driveway located within the area within the dashed lines and identified as "Canyon Golf Road Drive and Curbcut" on **Exhibit A-1-1**. If Tenant does not provide written notice to Landlord of its consent or disapproval of any proposed modifications to **Exhibits A-1** or **A-1-1** within forty-five (45) days of delivery of the proposed modifications by Landlord to Tenant, such consent shall be deemed to have been given by Tenant.

The Premises will be part of a Shopping Center which is described on the attached **Exhibit A-2** (the "Shopping Center") and outlined in blue on **Exhibit A-1**. The Premises are leased with the grant by Landlord to Tenant, and its customers, invitees, employees and contractors, subtenants, concessionaires or licensees of Tenant, of a non-exclusive easement to use the Common Areas of the Shopping Center (as hereafter defined) without additional rental charge except as provided in

Article 50 of Part II hereof, in common with Landlord and other tenants of Landlord of the Shopping Center, and customers, invitees, employees, contractors, subtenants, concessionaires of licensees thereof. If Landlord is required to develop and install the Stone Oak Parkway Drive and Curbcut as provided in Article 7(a), after such installation, said Stone Oak Parkway Drive and Curbcut shall be deemed part of the Common Areas of the Shopping Center for all purposes of this Lease and Landlord shall execute any appropriate access easement to document Tenant's rights to access and record the same in the Real Property Records of Bexar County.

10. Building: ground floor dimensions: approximately 96' by 136'
 ground floor total square footage: approximately 12,900
 mezzanine: 1,924 square feet
 basement square footage: NA
 ground floor is outlined in green on **Exhibit A-1**.

11. Initial Term: shall commence on the Delivery Date (as defined herein), and shall expire twenty (20) years from the "Date of Rent Commencement" (as defined in Article 5 of Part II hereof), plus any months and days necessary to have the term expire on the next January 31st; all subject to all terms and conditions of this Lease.

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

12. Renewal Options: Six (6) Extension Periods, of five (5) years each (See Article 3 of Part II)

13. Required Advance Notice of Exercise of Renewal Options: one hundred eighty (180) days prior to the expiration of the then-current term. (See Article 3 of Part II)

14. Free Rent Period: the lesser of: ninety (90) days commencing on the Delivery Date; or the number of days commencing on the day on the Delivery Date and ending on the day on which Tenant shall open for business. (See Article 5 of Part II)

15. Fixed Rent (See Article 5 of Part II):

<u>PERIOD</u>	<u>ANNUAL FIXED RENT</u>	<u>MONTHLY INSTALLMENTS</u>
Initial Term: Years 1-20 until the expiration of the Initial Term	\$425,571	\$35,464.25
First Extension Period	\$446,850	\$37,237.46
Second Extension Period	\$469,192	\$39,099.34
Third Extension Period	\$492,652	\$41,054.30

Fourth Extension Period	\$517,284	\$43,107.02
Fifth Extension Period	\$543,148	\$45,262.37
Sixth Extension Period	\$570,306	\$47,525.49

16. Delivery Date: date of delivery of the Premises to Tenant by Landlord upon the terms and conditions contained in this Lease including Article 7 and satisfaction of the conditions contained in Article 2(e) of Part II.

17. Intentionally omitted.

18. Construction Specifications: Full turnkey per CVS Prototypical Specifications for 13K Texas Prototype including a double drive-thru, hard canopy, conveyor and trash compactor. The cover sheet to said specifications and the Construction Responsibility Schedule are attached hereto as **Exhibit B** (collectively the CVS Prototypical Specifications and Construction Responsibility Schedule shall be hereinafter referred to as the "Construction Specifications"). (See Article 16 of Part II)

19. Required Number of Parking Spaces: preliminarily, fifty-eight (58), for standard size automobiles in the Premises. (See Article 14 of Part II).

20. Outside Delivery Date of Premises: March 18, 2010 (See Article 2 of Part II)

21. Intentionally omitted.

22. Outside Government Permits Date: 180 days prior to the Outside Delivery Date of the Premises (See Article 2 of Part II)

23. Broker: Person Name: Jim Lundblad
Firm Name: Endura Advisory Group
Street Address: 12500 San Pedro, Suite 140
City, State: San Antonio, TX 78216

-and-

Firm Name: Dominion Advisory Group, Inc.
Street Address: 335 E. Sonterra Blvd., Suite 200
City, State: San Antonio, Texas 78258

(See Article 40 of Part II)

24. All exhibits to this Lease are incorporated herein by this reference.

25. Estimated initial monthly charge for Tenant's Pro Rata Share of the Annual Assessment \$240.00/month. (See Article 50 of Part II hereof)

26. Restrictive Covenants: those certain documents set forth on **Exhibit F**

LIST OF EXHIBITS:

Exhibit A – Legal Description of Premises

Exhibit A-1 – Site Plan: Building = green
 Premises property line = red

Exhibit A-1-1 - Site Plan: Restricted Drives - as identified on **Exhibit A-1-1**
 Restricted Curbcuts = as identified on **Exhibit A-1-1**

Exhibit A-2 – Legal Description of Shopping Center

Exhibit B - Construction Specifications **cover page only** and Construction Responsibility Schedule

Exhibit C - Other Tenant Exclusive Uses and Prohibited Uses

Exhibit D - Form of SNDA Agreement

Exhibit E-1- Notice of Transfer of Fee Interest

Exhibit E-2 - Notice of Transfer of Equity Interests in Landlord

Exhibit F – Restrictive Covenants

Project Update/Timeline Exhibit

Project Benchmark Schedule

Guaranty

PART II

PREMISES -

1. In consideration for the mutual covenants and agreements contained in this Lease and for other good and valuable consideration, the receipt of which is acknowledged, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the Term and on the conditions herein provided, the Premises described in Section 9 of Part I hereof.

The Premises are leased together with the nonexclusive right of Tenant (and all persons claiming under Tenant, including Tenant's employees, vendors, customers and other invitees) to use, free of additional rental charge other than as provided in Article 50 of Part II hereof, all parking areas, service and access roads located on the Shopping Center, as they may exist from time to time, for vehicular parking and for pedestrian and vehicular access to and from the Premises and the adjoining streets, and the Premises are leased subject to the nonexclusive right of Landlord (and all persons claiming under Landlord, including Landlord's employees, vendors, customers and other invitees) to use, free of charge, all service and access roads located on the Premises, as they may exist from time to time, for pedestrian and vehicular access to and from the Shopping Center and the adjoining streets. Landlord hereby represents to Tenant that the Premises are zoned C-2 ERZB by the City of San Antonio and C-2/O relative to the Restrictive Covenants and the Master Plan for Stone Oak contained in the Restrictive Covenants.

Landlord shall impose on all leases of space in the Shopping Center entered into after the date of this Lease a restriction prohibiting such tenants (and their employees, vendors, customers and other invitees) from parking in the parking areas located on the Premises as shown on **Exhibit A-1** (the "CVS Exclusive Parking"). Landlord and Tenant agree that such CVS Exclusive Parking shall be for the exclusive use of Tenant and its employees, vendors, customers and other invitees.

Landlord and Tenant agree that the Premises are leased subject to and together with the terms, easements and conditions set forth in the Restrictive Covenants identified on **Exhibit F** which are recorded in the Real Property Records of Bexar County (the "Restrictive Covenants"), except to the extent of any conflict between the terms of this Lease and the terms of the Restrictive Covenants, in which case the terms of this Lease shall govern and control for all purposes except as otherwise provided below. By virtue of this Lease, Tenant hereby covenants and agrees to comply with the use restrictions contained within the Restrictive Covenants that apply to the Owner of the Premises, Tenant, tenants or occupants of the Premises. Landlord agrees that Tenant shall also be entitled as a third party beneficiary, to enforce the rights as an Owner of the Premises under the Restrictive Covenants on behalf of Landlord provided Tenant first provides Landlord a written description of any enforcement actions that Tenant proposes to take under the Restrictive Covenants. Landlord agrees that it shall not agree or consent to modify or amend the terms of the Restrictive Covenants in any manner which would increase Tenant's obligations or decrease Tenant's rights under this Lease.

CONDITIONS PRECEDENT - RIGHTS TO TERMINATE -

2. (a) If, on or before the Outside Delivery Date, as may be extended by Tenant Delays (as hereinafter defined) and/or Unavoidable Delays (as hereinafter defined), possession of the Premises has not been delivered to Tenant by Landlord in accordance with the terms of this Lease, then at any time thereafter (until such possession is so delivered), for every day of delay by Landlord in delivery of possession of the Premises past the Outside Delivery Date, as may be extended by Tenant Delays and/or Unavoidable Delays, Tenant shall be entitled to two additional days of free rent being added to the Free Rent Period provided herein. If possession of the Premises has not been delivered to Tenant on or before one (1) year from the Outside Delivery Date, as it may be extended by Tenant Delays and/or Unavoidable Delays, Tenant may terminate this Lease upon 30 days' written notice to Landlord; and this Lease will so terminate unless, prior to the expiration of said 30 days, Landlord shall deliver possession of the Premises to Tenant in accordance with the terms hereof. Said right to terminate shall be Tenant's sole remedy if Landlord shall have acted in good faith and with due diligence to deliver the Premises to Tenant in accordance with the terms of this Lease.

(b) "Tenant Delays" shall mean delay by Landlord in completing Landlord's Delivery Obligations (as hereinafter defined) pursuant to Section 2(e) below resulting from delays caused by Tenant, including but not limited to delay by Tenant in executing and delivering to Landlord the SNDA and delay by Landlord in completing construction of the Building on the premises and development of the Premises resulting from delays caused by Tenant including but not limited to delays caused by written change orders requested by Tenant .

(c) "Unavoidable Delays" shall mean any delay in performance by either Landlord or Tenant by reason of strikes, lock-outs, labor troubles, inability to procure materials or failure of power due to earthquake, hurricane, or tornado, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

(d) Unless, on or before the Outside Government Permits Date, Landlord, subject to Tenant Delays and Unavoidable Delays, shall have obtained its building permit and any other governmental approval (and including, without limitation, any approvals required under the Restrictive Covenants (collectively, "Permits") necessary to enable Landlord to perform all construction pursuant to this Lease, and all appeal periods with respect thereto have expired with no appeals having been taken, at any time thereafter (but prior to the acquisition by Landlord of said Permits and the expiration of all appeal periods with respect thereto, with no appeals having been taken), Landlord or Tenant may terminate this Lease by 30 days' written notice to the Tenant, and this Lease will so terminate unless, prior to the expiration of said 30 days, Landlord shall obtain such Permits and such appeal periods shall have expired with no appeals having been taken. Landlord may exercise the right of termination described in this subdivision (d) only if Landlord

has diligently pursued, in good faith, the acquisition of said Permits, and has failed to acquire same for reasons beyond its reasonable control.

(e) Notwithstanding anything to the contrary in this Lease, in no event shall Tenant be obligated to accept possession of the Premises until Tenant shall have received all of the following (the "Landlord's Delivery Obligations):

(i) an "SNDA Agreement", as set forth in Article 20, from any mortgagee existing prior to the date hereof;

(ii) written confirmation that the Restricted Driveways and Restricted Curbscuts, as approved by Tenant if required by Section 9 of Part I, have received any necessary permits and are open and available for Tenant's use for full access to and from the Premises and the adjoining streets and received any necessary access easements executed by Landlord providing for full vehicular access to and from the Premises and Canyon Golf Road on the driveway and full-access curbscut located within the dashed lines on Exhibit A-1-1. Within thirty (30) days after said final determination of the location of the Canyon Golf Road Drive and Curbscut within the dashed line area, Landlord and Tenant agree to enter into a mutually acceptable amendment to this Lease which revises Exhibit A-1-1 to depict the exact, permanent location of the Canyon Golf Road Drive and Curbscut.

RENEWAL OPTIONS-

3. Tenant may extend the Term of this Lease for each of the Renewal Options described in Section 12 of Part I hereof, upon all of the terms set forth in this Lease. Tenant may do so only if Tenant shall not be in default (beyond applicable cure periods) under this Lease at the time of any such election, and at the commencement of such renewal terms and by giving Landlord written notice of each such election not later than the Required Advance Notice of Exercise of Renewal Options (as defined in Section 13 of Part I).

USE -

4. (a) Tenant may use the Premises for any lawful retail purpose.

(b) Without limiting any rights of Tenant under this Lease, Tenant, subject to Laws (as defined in Article 10), may keep the Premises open for business on Sundays and/or holidays; and operate on an "extended-hours basis" (defined as being open for business in excess of 110 hours per week).

(c) Notwithstanding subdivision (a) above, Tenant shall not use the Premises for any of the other Tenant Exclusives and Prohibited Uses included on Exhibit C.

FIXED RENT -

5. (a) Commencing as of the Date of Rent Commencement, Tenant shall pay to Landlord, at the business address of Landlord specified on Page 1 hereof, or at such other address as Landlord shall, from time to time, designate by notice to Tenant, the Fixed Rent set forth in Section 15 of Part I hereof, payable to Landlord no later than the fifth day of each month in advance, without demand or set-off, except as otherwise expressly provided in this Lease.

(b) Fixed Rent and all other charges due under this Lease shall commence immediately upon the expiration of the Free Rent Period (as defined in Section 14 of Part I hereof), subject to all of the other terms of this Lease ("Date of Rent Commencement"). If the Date of Rent Commencement shall be on any day other than the first day of a calendar month, Fixed Rent and other charges for such month shall be pro rated on a per diem basis. The foregoing notwithstanding, Tenant's obligation to provide insurance pursuant to Article 35 shall commence upon the commencement of the Term.

(c) Notwithstanding anything to the contrary in this Lease, if the Date of Rent Commencement as calculated pursuant to subdivision (b) above would occur between November 15th and the succeeding December 31st, and if Tenant elects not to open for business during said period, then in that event, the Date of Rent Commencement shall be the succeeding January 2nd. Tenant shall provide Landlord with written notice of such election.

(d) Tenant shall pay the sales or use tax, if any, assessed against the Fixed Rent that Tenant pays under this Lease directly to the taxing authority if in accordance with applicable law.

6. Intentionally omitted.

LANDLORD'S CONSTRUCTION - DELIVERY OF THE PREMISES -

7. (a) Landlord agrees, at its sole cost, to construct the Building and to develop the Premises as shown on Exhibit A-1 (including but not limited to obtaining the installation of the two (2) curbcuts on the Premises depicted on Exhibit A-1) and installation of a full access curbcut and driveway as depicted on Exhibit A-1-1 and identified as "Canyon Golf Road Drive and Curbcut" which Canyon Golf Road Drive and Curbcut is not located on the Premises and to do all work as required in the Construction Specifications described in Section 18 of Part I hereof, and as shown on specific plans for the Building which are not yet complete and which are subject to the reasonable approval of Landlord and Tenant. Landlord further agrees to develop and install the curbcut and driveway identified as "Stone Oak Parkway Drive and Curbcut" similar to the layout depicted on Exhibit A-1-1 when Landlord develops the Remaining Shopping Center (as defined herein). Such obligation is subject to Landlord or an affiliate of Landlord acquiring the adjacent tract of land or obtaining an easement agreement in writing from the adjacent property owner in order to locate the easement on property that Landlord does not currently own. In no event shall Landlord commence work until Landlord has provided Tenant with drawings for the Building and the specific plans for the Building are finalized and have been approved by the relevant parties pursuant to the provisions of the Restrictive Covenants and by Landlord and Tenant. Any increased costs to Landlord, which are a result of any change orders to said specifications or plans made in writing by Tenant, shall be paid by Tenant within 30 days of receipt of demand therefor with supporting documentation, provided that Landlord bills Tenant for such increased costs within 120 days after the Date of Rent Commencement, and provided that

Tenant has agreed to the amount of increased costs prior to Landlord commencing execution of the change order. Tenant shall use its diligent efforts to notify Landlord in writing of its approval or disapproval of any plans and specifications or change order submitted by Landlord within ten (10) business days of receipt of such plans and specifications or change order documentation from Landlord, and, if Tenant does not provide Landlord of its approval or disapproval of such plans, specifications or change order within such ten (10) business day period, then the plans, specifications or change order will be deemed approved. Any disapproval of plans or specifications or change orders shall be accompanied by a writing detailing the reason for such disapproval. Within ten (10) business days of receipt of a written request from Tenant, but no more often than once every 30 days commencing upon the first day of the month following the date of this Lease, and on the first day of each month thereafter until delivery of the Premises, Landlord agrees to provide to Tenant's Deal Manager, Construction Manager and Director of Real Estate an updated Project Update and Timeline in the form attached hereto as Exhibit Project Update and Timeline. If Landlord is exercising due diligence and using commercially reasonable efforts to produce the Project Update and Timeline, failure by Landlord to deliver the Project Update and Timeline as provided herein in a timely manner shall not be a default under this Lease. Upon completion of Landlord's construction, the Building shall be of dimensions no less than those described in Section 10 of Part I hereof. Landlord warrants and agrees that, at the time of delivery of the Premises to Tenant, the exterior areas of the Premises shall be in good condition, properly lighted, properly paved and line painted, with parking areas, curbs, curb cuts, sidewalks and roadways as designated in Exhibit A-1 (as may be modified with Tenant's approval as provided in Section 9 of Part I of this Lease), in good repair and properly marked. Landlord warrants that the parking areas of the Premises shall accommodate the number of parking spaces shown on Exhibit A-1 (as may be modified with Tenant's approval as provided in Section 9 of Part I of this Lease). All such work shall be substantially completed on the date of delivery of possession of the Premises to Tenant except for the issuance of the Certificate of Occupancy or its equivalent as described in Article 7(b) below if issuance of such Certificate of Occupancy will not be available after completion of Landlord's Work until completion of certain work to be performed by Tenant as required by this Lease. Landlord agrees to give at least 30 days' prior written notice to Tenant of the date when Landlord estimates such possession will be available to Tenant. Within thirty (30) days after the date Landlord receives the Permits, Landlord shall complete and deliver the Project Benchmark Schedule with the anticipated completion dates for the items of work identified therein to Tenant.

With prior notice to Landlord, Tenant (including Tenant's contractors and vendors) may enter the Building approximately 15 days prior to the anticipated date of delivery of the Premises to Tenant for the following purposes, without such entry constituting acceptance of the Premises: to measure and inspect the Building in order to ensure that the Building will be delivered in accordance with this Article, but only to the extent such activity does not interfere with Landlord's contractors, subcontractors and their respective employees. By giving Tenant access to the Premises prior to the delivery of the Premises by Landlord, Landlord assumes no responsibility whatsoever for injury to Tenant's employees or contractors entering the Premises, or damage to property that Tenant's employees or contractors may have brought in, or upon the Premises. Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims and demands arising out of such access, unless such claims or demands are due to the gross negligence of

Landlord, its agents or its employees, or gross negligence by Landlord's contractors or subcontractors or their respective employees.

(b) "Substantially completed" shall mean full completion of Landlord's work except for minor incomplete items or deficiencies, provided that any such incomplete items or deficiencies shall not materially hinder Tenant's work in or about the Premises, or prevent Tenant from opening for business.

In addition, in no event shall Landlord's work or the Premises be deemed to be substantially completed until documentation is delivered to Tenant from Landlord's architect which certifies to Tenant that Landlord's work has been substantially completed in accordance with this Lease and the Premises are available for Tenant to accept possession, fixture, merchandise, and open for business (the "Architect's Certificate"). If Tenant elects to take possession of the Premises prior to issuance of the Architect's Certificate, Fixed Rent and all other charges due under this Lease shall commence on the first to occur of the following, subject to the other terms of this Lease: the expiration of a number of days equal to the Free Rent Period, which time period commences on the date of the issuance of the Certificate of Occupancy (as defined below); or on the date on which Tenant opens for business. If, upon the completion of Tenant's initial work, a Certificate of Occupancy is not issued due to items which are Landlord's responsibility, then, Landlord will correct same and the Date of Rent Commencement will be delayed for a number of days equal to the number of days that Tenant is delayed from opening for business, unless caused by Tenant Delays and/or Unavoidable Delays. A "Certificate of Occupancy" is a Certificate of Occupancy or any equivalent documentation which confirms that Landlord's work has been completed and that the Premises are available for Tenant with a right to operate its business in the Premises.

(c) If Landlord shall fail to fully complete all of its work as specified in this Article on or before the date Tenant takes possession of the Premises, then Tenant may send Landlord a "punch list" of items which remain to be completed. On receipt of such punch list, Landlord shall have 30 days to complete the items designated therein; and if Landlord shall fail to do so within said 30 day period, then Tenant may complete the items on behalf of Landlord and deduct the entire cost of completion of such items from rent and other charges due hereunder. Notwithstanding anything to the contrary herein, if Tenant is unable to complete its work or open for business as a result of incomplete items on the punch list, then, in addition to any other rights Tenant may have hereunder, the Date of Rent Commencement will be delayed for a number of days equal to the number of days that Tenant is delayed from completing its work or from opening for business, unless caused by Tenant Delays (but excluding any delay by Landlord in completing Landlord's Delivery Obligations) and/or Unavoidable Delays.

8. Intentionally omitted.

REPAIRS AND MAINTENANCE OF THE BUILDING -

9. (a) All obligations of Landlord pursuant to this subdivision (a) shall be performed by Landlord at Landlord's sole cost subject to the provisions contained herein. Landlord

shall maintain all plumbing, pipes, tubes and all other conduits and utility lines leading to or from the Building and during the first full year of the Term, following completion of Landlord's Work. Landlord shall make all repairs required because of building settlement or defects in materials or workmanship if such repairs are not covered by the comprehensive general warranty to be delivered by Landlord to Tenant as provided in the below paragraph unless such building settlement or defects are attributable to Tenant's actions or negligence, or unless Tenant has caused the comprehensive general warranty for the Building to be ineffective or voided with respect to the repairs which Landlord is obligated to make hereunder.

Following completion of Landlord's Work (i) Landlord shall assign to Tenant a comprehensive general warranty relating to the Building and site improvements to the Premises and any manufacturer's or contractor's warranties or guaranties relating to the equipment serving the Premises which Landlord receives in connection with Landlord's Work (as defined herein) which are the responsibility of Tenant to maintain and repair pursuant to this Lease (collectively the "Warranties") such that Tenant shall have the right to prosecute its claims under the Warranties directly against the applicable warrantor; provided however, if Tenant makes a claim under any of the Warranties and if the provisions of any such Warranty require that such claims be brought in or in the name of Landlord, then Landlord shall join in such claims or permit such claims to be brought in Landlord's name at no expense to Landlord; and (ii) Landlord shall deliver to Tenant a copy of Landlord's final mechanical, electrical and plumbing working drawings with respect to Landlord's improvements on the Premises. The comprehensive general warranty delivered by Landlord hereunder shall include warranties against building settlement and defects in materials or workmanship in Landlord's Work.

(b) All obligations of Tenant pursuant to this subdivision (b) shall be performed by Tenant at Tenant's sole cost. Except as provided in subdivision (a) above, Tenant shall take maintain, repair and replace, as necessary: the Building interior, including the fixtures and equipment therein; HVAC equipment (including replacement of the compressor and other major components); sprinkler system and equipment which exclusively serve the Premises only; broken glass; and the structural and nonstructural portions of the storefront of the Building, and Tenant shall maintain (including painting and cleaning), repair, and replace, as necessary, each of the exterior portions and structural portions of the Building, including, without limitation: the roof and roof supports, flashings, gutters, downspouts, footings, foundations, structural supports, columns, exterior walls, bearing walls, retaining walls, floor slab, and loading docks, so as to keep the same in good condition and repair. Tenant shall be responsible to maintain and repair the parking and other exterior areas of the Premises and the Canyon Golf Road Driveway and Curbcut until Landlord commences construction of the Remaining Shopping Center. The foregoing notwithstanding, Tenant's obligations pursuant to this subdivision (b) shall exclude damage and injury arising under the provisions of Article 13 or Article 14 hereof. All repairs effected shall be substantially similar in quality and material workmanship to the original work and material and shall comply with municipal and governmental laws. Tenant shall be responsible for Tenant's garbage and refuse disposal.

(c) All of the foregoing notwithstanding, neither party shall be obligated to perform any maintenance, repair or replacement, the necessity of which shall have arisen solely due to the negligence or fault of the other, or of the other's employees or agents; and in such case, the party

for same, at its sole cost. This subdivision (c) shall apply only in any instance to which Article 12 shall not apply.

(d) If Landlord shall fail to make any of the repairs required to be made by Landlord under this Article within 30 days after receipt of written notice from Tenant of the need therefor, Tenant, in addition to any other rights it may have hereunder, may make said repairs on Landlord's behalf and charge Landlord for the reasonable cost thereof. Provided that Landlord has commenced to repair within said 30 days, and thereafter is diligently prosecuting same to completion, said 30 day period shall be extended, where, due to the nature of a repair, it cannot reasonably be completed within 30 days. If, in an emergency, in Tenant's reasonable opinion, any such repairs are immediately necessary, then no prior 30 days' notice shall be required, but Tenant shall give Landlord whatever notice is reasonable in the circumstances and may make said repairs on Landlord's behalf and charge Landlord for the reasonable cost thereof. In either event, if Landlord shall not pay Tenant within 30 days after receipt of an invoice therefor with supporting documentation, Tenant may deduct the reasonable cost thereof from rent and other charges due hereunder.

(e) If Tenant shall fail to make any of the repairs required to be made by Tenant under this Article within 30 days after receipt of written notice from Landlord of the need therefor, Landlord, in addition to any other rights it may have hereunder, may make said repairs on Tenant's behalf and charge Tenant for the reasonable cost thereof. Provided that Tenant has commenced to repair within said 30 days, and thereafter is diligently prosecuting same to completion, said 30 day period shall be extended, where, due to the nature of a repair, it cannot reasonably be completed within 30 days. If, in an emergency, in Landlord's reasonable opinion, any such repairs are immediately necessary, then no prior 30 days' notice shall be required, but Landlord shall give Tenant whatever notice is reasonable in the circumstances and may make said repairs on Tenant's behalf and charge Tenant for the reasonable cost thereof. In either event, Tenant shall pay Landlord such reasonable cost within 30 days after Tenant receives Landlord's invoice therefor with supporting documentation.

COMPLIANCE WITH LAWS -

10. (a) Tenant shall comply with all laws, statutes, ordinances, Restrictive Covenants and regulations (collectively, "Laws") relating to the use, occupancy and physical condition of the Building, which Laws must be complied with solely due to the nature of Tenant's business and/or relating to buildings or to retail businesses in general unless otherwise provided herein; and compliance with such general Laws, including structural repairs or modifications to the Building, shall be Tenant's responsibility at Tenant's sole cost, unless otherwise provided herein. Notwithstanding the foregoing, Landlord shall be responsible for any modifications to the Building if required to be in compliance with Laws if such noncompliance with Laws results from Landlord's repair and/or maintenance obligations pursuant to Article 9 (a) of Part II.

(b) Except for those obligations delegated to Tenant pursuant to subdivision (a) above, Landlord shall comply with all Laws, which Laws shall impose any duty with respect to the Premises.

ACCESS TO PREMISES -

11. Upon reasonable notice to Tenant, and during Tenant's business hours, Landlord may show the Premises to purchasers and potential purchasers, and to mortgagees and potential mortgagees. Upon reasonable notice to Tenant, during the last 6 months of the then-current term, unless Tenant shall have exercised any Renewal Option, Landlord also may show the Premises to persons wishing to rent the same.

WAIVER OF SUBROGATION -

12. Notwithstanding anything in this Lease to the contrary, Landlord and Tenant each waives any rights of action for negligence against the other party, which may arise during the Term for damage to the Premises or to the property therein resulting from any fire or other casualty of the kind covered by All-Risk property insurance policies, regardless of whether or not, or in what amounts, such insurance is now, or may hereafter be, carried by the parties.

FIRE OR OTHER CASUALTY -

13. (a) If, at any time during the Term, the Building shall be substantially damaged in whole or in part by fire, the elements or other casualty, Tenant promptly shall notify Landlord. Within thirty (30) days following receipt thereof, Landlord shall either (i) notify Tenant that Landlord elects to terminate the Lease in which case all obligations of Tenant under this Lease shall terminate as of the last day of the month following receipt of such termination notice or (ii) Landlord elects, at Landlord's sole cost, as speedily as circumstances permit, shall repair said damage and restore the Building, excluding Tenant's furniture, fixtures and equipment installed in the Premises by Tenant at its cost which no insurance proceeds are received by the Landlord, to the same condition which existed immediately prior to the occurrence of such damage. The Term shall be tolled by a period of time equal to the time between the date of the casualty and the date on which Landlord completes repair and restoration of the Building. During the restoration, Tenant may operate its business out of a temporary structure such as a trailer, subject to compliance with Laws. In addition, Tenant shall be entitled to an abatement of Fixed Rent and other charges payable hereunder for the period during which the Building is rendered incapable of use for the normal conduct of Tenant's business, including a reasonable period, not to exceed 30 days, for Tenant to refixture and restock. Said abatement will be pro rated, based on the number of square feet of the Building which are so rendered untenable or incapable of such use.

The foregoing notwithstanding, if the Building is partially or totally destroyed during the last 2 years of the initial term or during the last 2 years of any extension period, then unless Tenant already has exercised its next remaining extension period, Landlord may terminate this Lease upon no fewer than 45 days' prior written notice to Tenant, in which event this Lease shall terminate on the date specified in such notice. Notwithstanding the preceding sentence, if Tenant shall exercise its next remaining option to extend this Lease prior to the expiration of the 45 day notice, then

Landlord's termination notice shall be void and Landlord shall be obligated to fulfill its repair and restoration obligations as set forth in this Article.

(b) In the event (i) Landlord is required to repair and restore the Building hereunder, (ii) Landlord fails to commence to repair or restore the Building in the manner specified in this Article, within 90 days after the damage has occurred, and (iii) Landlord fails to proceed to complete such repairs and restoration with due diligence, then Tenant may give Landlord 30 days' prior written notice of Tenant's election to: (i) terminate this Lease on the date specified in such notice; or (ii) rebuild the Building itself on Landlord's behalf. If Tenant shall so rebuild the Building, Landlord shall assign any available insurance proceeds under Article 35 to Tenant and shall pay Tenant the amount of any insurance deductible, to cover the cost of same.

CONDEMNATION -

14. (a) If the entire Building, or the use or possession thereof, is taken in condemnation proceedings, or by any right of eminent domain, or for any public or quasi-public use, or if Landlord shall deliver to a governmental authority a deed in lieu of condemnation or eminent domain (individually or collectively, a "taking", or "taken"), then this Lease shall terminate on the date when possession shall be taken by the condemnor, and rent and all other charges payable hereunder shall be apportioned and paid in full up to that date, and all prepaid unearned rent, and all other charges payable hereunder, shall promptly be repaid by Landlord to Tenant.

If only a part of the Building shall be so taken, then Tenant may terminate this Lease, if Tenant shall so notify Landlord within 45 days after such taking. If Tenant shall not so terminate this Lease, then this Lease shall continue in full force and effect, except that Fixed Rent and all other charges payable hereunder shall be reduced in the proportion that the gross floor area of the part so taken or condemned shall bear to the total gross floor area of the Building immediately prior to such taking. In such case, Landlord, at Landlord's own expense, as speedily as circumstances permit, shall repair all damage to the Building as shall have been caused by such partial taking, and shall restore the Building to a complete architectural unit. Landlord's restoration and repair obligation shall be limited to the amount of the award made by the condemning authority, provided that if Landlord is unable to restore and rebuild the Building to a complete architectural unit comparable in quality and character to the use immediately prior to the taking using only the amount of the award, and Landlord does not elect to fund the deficiency, Landlord or Tenant shall have the right to terminate this lease by written notice to the other. Fixed Rent and other charges payable hereunder shall abate until the Building shall have been restored to a tenantable condition, including a reasonable period, not to exceed 30 days, for Tenant to refixture and restock.

(b) For the purposes of this subdivision (b), in addition to the meaning set forth above, a "taking" shall mean any legal impediment which shall not be within Landlord's reasonable control.

If, due to a taking, the parking areas of the Premises shall be decreased below the Required Number of Parking Spaces (as defined in Section 19 of Part I), Tenant shall notify

Landlord thereof. If, within 90 days after Landlord's receipt of such notice, additional parking is not provided within the Shopping Center equal to the number by which it has been decreased below the Required Number of Parking Spaces, then Tenant may, upon 90 days' written notice to Landlord: (i) terminate this Lease, and this Lease shall so terminate unless Landlord shall provide or cause to be provided additional parking spaces within the Shopping Center equal to the number by which it has been decreased below the Required Number of Parking Spaces within 90 days after Landlord's receipt of Tenant's written notice of its election to terminate this Lease; or (ii) pay to Landlord Fixed Rent reduced to the level of 50% of the Fixed Rent due under this Lease. If Tenant shall elect to so pay reduced rent, Tenant shall remain obligated for any other charges due under this Lease. Tenant's Fixed Rent shall be so reduced until such time as said additional parking is provided within the Shopping Center. The additional parking to be provided by Landlord pursuant to this subsection (b) shall be within the Shopping Center and as close as practicable to the Premises, but in no instance more than fifty (50) feet from the front entry door to the Premises.

If, due to a taking, there shall be an impediment with respect to any of the Protected Driveways or Protected Curbcuts, which impediment shall materially and adversely affect any means of ingress or egress between the Premises and any abutting street, then Tenant shall notify Landlord thereof. If, within 90 days after Landlord's receipt of such notice, such impediment shall not be cured, then Tenant may, upon 90 days' written notice to Landlord: (i) terminate this Lease, and this Lease shall so terminate unless Landlord shall remove or cause to be removed such impediment within 90 days after Landlord's receipt of Tenant's written notice of its election to terminate this Lease; or (ii) pay to Landlord Fixed Rent reduced to the level of 50% of the Fixed Rent due under this Lease. If Tenant shall elect to so pay reduced rent, Tenant shall remain obligated for any other charges due under this Lease. Tenant's Fixed Rent shall be so reduced until such time as said impediment shall be removed.

(c) All compensation awarded for any taking of Landlord's ownership interest in the Premises shall be the property of Landlord, and Tenant hereby assigns to Landlord all of Tenant's rights, title and interest in and to receive any portion of said award, except Tenant shall be entitled to claim, prove and/or receive in the condemnation proceeding that portion of the award which is attributable to the unamortized costs of Tenant's leasehold improvements in the Building, excluding any portion of the Construction Allowance after received by Tenant from Landlord, if any, including, but not limited, to the cost of Tenant's furnishings, fixtures and equipment installed by Tenant at its cost on the Premises, and any separate awards which may be made for Tenant's relocation expenses, business interruption, and the like. No award to Tenant shall result in any reduction in the amount recoverable from the taking authority by Landlord or by the holder of any mortgage of the Premises.

ASSIGNMENT AND SUBLETTING -

15. (a) Provided Tenant is not in default of this Lease (beyond any applicable notice and cure period), Tenant shall have the right to assign this Lease, or to sublet the whole or any part of the Premises, for use for any lawful purpose, subject to the Other Tenant Exclusives and

Prohibited Uses as described on the attached **Exhibit C**, provided that (i) Landlord's consent is first obtained, which consent Landlord agrees not to unreasonably withhold, delay or condition; and (ii) Tenant and Guarantor shall remain liable for the obligations of Tenant hereunder.

(b) Notwithstanding Article 15(a), Tenant shall have the right, without Landlord's consent, to: (i) assign this Lease, or sublet the whole or any part of the Premises, for any lawful purpose subject to the Other Tenant Exclusives and Prohibited Uses as described on the attached **Exhibit C**, to any entity of which, at the time, Tenant shall be a subsidiary, or to any subsidiary of an entity of which, at the time, Tenant shall be a subsidiary or to any "Affiliate of Tenant or Guarantor" (as defined below) of Tenant, provided that Guarantor (but not Tenant) remains fully liable for the obligations of Tenant hereunder; or (ii) assign this Lease to any party acquiring all or substantially all of the assets of Tenant's store at the Premises by purchase, merger, consolidation, or otherwise, provided that Guarantor (but not Tenant) remains fully liable for the obligations of Tenant hereunder.

(c) In connection with an assignment, Tenant agrees to deliver to Landlord a true copy of the fully executed document effecting such assignment, which instrument shall include an express assumption of all of Tenant's obligations under the Lease arising after the date of the applicable assignment. For purposes of Article 15(a), Landlord shall be conclusively deemed to have reasonably exercised its discretion to withhold its consent to an assignment of this Lease or a sublet of the Premises if (i) the proposed assignee or sublessee's financial condition is inadequate to support the financial and other obligations of Tenant under this Lease; (ii) the business reputation or character of the proposed assignee or sublessee is not reasonably acceptable to Landlord; or (iii) the proposed assignee or sublessee is not likely to conduct on the Premises a business of a quality substantially equal to that conducted by Tenant.

(d) Notwithstanding anything contained herein to the contrary, if after the expiration of the Initial Term, during any extension period, Tenant wishes to assign the Lease or sublet the Premises, except as provided in Article 15(b), to an entity which will not initially use the Premises as a pharmacy or drugstore, Tenant shall provide Landlord with written notice of such proposed assignment or subletting not more than one hundred eighty (180) days nor less than forty-five (45) days prior to the proposed effective date of the contemplated transfer (the "Assignment Notice"). The Assignment Notice shall include the name of the proposed assignee/sublessee, the proposed intended use of the Premises (which proposed intended use shall be in accordance with the terms of Article 4 of this Lease), and financial information related to the net worth of the proposed assignee/sublessee. Within thirty (30) days after Landlord's receipt of the Assignment Notice, Landlord shall provide Tenant with written notice indicating Landlord's election to (i) consent to the proposed assignment of the Premises or sublet of the Premises; (ii) withhold its consent in accordance with Article 15(a); (iii) or to terminate this Lease which termination shall be effective on the proposed effective date of the contemplated assignment or sublet. If Landlord has not provided Tenant with Landlord's Election Notice within thirty days after Landlord's receipt of the Assignment Notice, Landlord shall be deemed to have given its consent to the proposed assignment of the Lease or sublet of the Premises for the use and to the entity or person contained within the Assignment Notice.

(e) As used herein, the term "Affiliate of Tenant or Guarantor" shall mean an entity (i) into or with which Tenant or Guarantor is merged or consolidated, (ii) to which all or substantially all of Tenant's or Guarantor's assets are transferred as a going concern, (iii) through one or more intermediaries, controls or is controlled by, or is under common control with Tenant or Guarantor or by a successor in interest of Tenant or Guarantor, or (iv) which is merely a change in form of Tenant or Guarantor, rather than any change in ownership or control. For this purpose, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the entity, whether through the ownership of voting securities, partnership interests, membership interests, venture interests or other organizational interests, by contract, or otherwise.

ALTERATIONS -

16. (a) Following Landlord's initial work and construction of the Building and any work required by Tenant to open for business after delivery of possession of the Premises by Landlord in accordance with Article 7, Tenant shall not make any structural alterations or exterior alterations to the Building or the Premises without, in each instance, obtaining Landlord's written consent, which consent Landlord agrees not to unreasonably withhold, delay or condition, unless otherwise provided under Article 16(b) below. However, Tenant may, without Landlord's consent, make non-structural alterations to the exterior Building and Premises and structural or non-structural alterations to the Building interior, except changes which would impair the structural integrity of the Premises.

Tenant shall do all work in a good and workmanlike manner, at its own cost, and in accordance with Laws. Tenant shall discharge, within 30 days (by payment or by filing the necessary bond, or otherwise), any mechanics', materialmen's or other lien against the Premises and/or Landlord's interest therein, which lien may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for Tenant in, upon, or about the Premises.

At Tenant's sole cost, Landlord agrees to cooperate with Tenant (including signing applications) in obtaining any necessary Permits for any alterations which Tenant is permitted to make hereunder.

(b) Further notwithstanding anything to the contrary contained in this Article, alterations and additions to the Building or Premises shall be subject to the foregoing:

(i) If Tenant is a "National/Regional Chain" (as defined below), Landlord's approval shall not be required for those structural alterations that conform to Tenant's standard and uniform prototype building plan and that otherwise conform with this Lease. The term "National/Regional Chain" shall mean, throughout this Lease, a tenant which operates fifty (50) or more units under the same trade name in more than one state or country and uses standard or uniform prototype buildings and building signs for each of its units.

(ii) Notwithstanding Article 16(b)(i) above, no alterations shall be made which would impair the structural soundness of the Building or other improvements.

(iii) No alterations shall be made that would enlarge the size of the Building (from any size or dimension) on the Premises, except after receipt of Landlord's written approval, which approval shall be at Landlord's sole discretion.

(iv) No alterations shall be made that would alter the parking areas, curb cuts or driveways.

(v) No structural alterations shall be undertaken until Tenant has furnished Landlord with reasonable evidence that all building permits, licenses and authorizations of all municipal departments and governmental subdivisions having jurisdiction and all required consents of leasehold mortgagees have been procured. Landlord shall join, but without expense to Landlord, in the application for such permits, licenses or authorization whenever such action is necessary and is requested by Tenant.

(vi) Any alterations shall be made within a reasonable time and in a good and workmanlike manner and in substantial compliance with all applicable permits, licenses and authorizations, and building laws with all other governmental regulations.

(vii) Any alterations, including, but not limited to, exterior color schemes, must be architecturally and aesthetically harmonious with the overall tenor of the Shopping Center, as shall be determined in the sole reasonable judgment of Landlord. However, if Tenant is a National/Regional Chain and the Building conforms to its standard and uniform prototype building plan and otherwise conforms to this Lease, then this paragraph shall not apply.

SIGNS -

17. (a) At Tenant's sole cost, Tenant may install, replace and relocate on the Building, such signs, awnings, lighting effects and fixtures as may be used from time to time by Tenant (collectively, "Signs"), subject to Landlord's prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Landlord hereby approves the locations and types of signs identified on **Exhibit A-1**. Tenant shall maintain and repair such Signs. Tenant also may place in its windows Tenant's standard paper signs in its windows in accordance with Tenant's regular advertising and promotional programs; and/or neon signs. At Tenant's sole cost, Landlord agrees to cooperate with Tenant (including signing applications) in obtaining any necessary Permits for Tenant's Signs. All Signs of Tenant shall comply with Laws.

(b) Tenant shall remove all signs and graphics prior to the termination of this Lease. Such installations and removals shall be made in such manner as to avoid damage to the Building or the Premises, and Tenant shall promptly repair any such damage.

MONUMENT SIGN -

18. Without limiting any of the rights and obligation of Landlord or Tenant pursuant to the Construction Specifications, if permitted by Laws, Tenant, at its sole cost, may construct its own monument sign structure in the location identified as "A1" on **Exhibit A-1** attached hereto or in such other location approved in writing which is reasonably acceptable to Landlord and Tenant and install its sign panels thereon. At Tenant's sole cost, Landlord agrees to cooperate with Tenant (including signing applications) in obtaining any necessary Permits for any monument sign and/or structure.

SURRENDER -

19. At the expiration or other termination of this Lease, Tenant shall surrender the Premises to Landlord in as good order and condition as they were at the commencement of the Term or may be put in thereafter, reasonable wear and tear and damage by casualty and/or the elements excepted. All alterations, additions, and improvements in or upon the Premises made by either party (except Tenant's furniture, trade fixtures, satellite communications dish and equipment, computer and other equipment and shelving), shall become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the termination or other expiration of the Term. At the expiration or termination of the Term, Tenant shall remove the items enumerated in the parenthetical above, as well as its signs and identification marks, from the Premises. Tenant agrees to repair any and all damage caused by such removal.

At any time during the Term, Tenant may remove the items enumerated in the parenthetical above, as well as its signs and identification marks, from the Premises.

SUBORDINATION OF LEASE -

20. This Lease shall be subject and subordinate to the lien of any bank or institutional or other mortgage or mortgages now or hereafter in force against the Premises, and to all advances made upon the security thereof, provided that the holder of any such mortgage shall execute and deliver to Tenant an agreement ("SNDA Agreement"), in a form substantially similar to the form attached as **Exhibit D** hereto, providing that such holder will recognize this Lease and not disturb Tenant's possession of the Premises in the event of foreclosure if Tenant is not then in default hereunder beyond any applicable cure period. Tenant agrees, upon receipt of such SNDA Agreement, to execute such further reasonable instrument(s) as may be necessary to subordinate this Lease to the lien of any such mortgage. The term "mortgage" shall include deeds of trust or any other similar hypothecations.

21. Intentionally omitted.

UTILITIES -

22. Tenant agrees to pay for all utilities consumed by it in the Premises, prior to delinquency. Tenant shall receive all savings, credits, allowances, rebates or other incentives granted or awarded by any third party as a result of Tenant's specifications related to the utilities.

TENANT DEFAULT -

23. (a) If: (i) Tenant shall default in the payment of Fixed Rent or any item of additional rent payable hereunder, and such default shall continue for more than 10 days after written notice to Tenant (provided that Landlord shall not be required to provide such written notice to Tenant more than two (2) during any consecutive twelve (12) month period); or (ii) Tenant shall default in fulfilling any of the other covenants of this Lease, and such default shall continue for more than 30 days after written notice thereof from Landlord, specifying such default (provided that if Tenant has commenced to cure within said 30 days, and thereafter is prosecuting same to completion, said 30 day period shall be extended, where, due to the nature of the default, it is unable to be completely cured within 30 days); then in any such event, Landlord may give to Tenant notice of intention to end the Term hereof, and if Landlord shall do so, the Term shall expire as if that day were the day herein fixed for the expiration of the Term, and Tenant shall then quit the Premises and surrender the same, but shall remain liable as hereinafter provided.

(b) If the notices provided in subdivision (a) of this Article shall have been given and the Term shall expire as aforesaid, then Landlord may, without further notice, re-enter the Premises, either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and remove Tenant's effects and hold the Premises as if this Lease had not been made; and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

(c) In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise (i) the rent shall become due and shall be paid up to the time of such re-entry, dispossession and/or expiration; (ii) Landlord shall make reasonable efforts to re-let the Premises or any part or parts thereof, either in its own name or otherwise, for a term or terms which may, at its option, be shorter or longer than the period which would otherwise have constituted the remainder of the Term, and may grant concessions or free rent, but only to such extent as Landlord, in Landlord's reasonable judgment, considers advisable and necessary to re-let the same; and, (iii) Tenant, or its successors, shall also pay to Landlord, as liquidated damages for the failure of Tenant to observe and perform its covenants herein contained, any deficiency between the rent herein reserved and the net amount, if any, of the rents collected on account of the re-letting of the Premises for each month of the period which would otherwise have constituted the remainder of the then-current term. In computing such liquidated damages, there shall be added to said deficiency such reasonable expenses as Landlord may incur in connection with re-letting, such as legal expenses, attorney and broker fees, but excluding renovations. Any such liquidated damages shall be paid in monthly installments on the rent day specified in this Lease and any suit brought to collect the amount of the deficiency for any month shall not prejudice, in any way, the right of the Landlord to collect the deficiency for any subsequent month by a similar proceeding. However, if Tenant shall default on any such monthly installment, then at Landlord's option, such liquidated damages shall be accelerated and paid immediately by Tenant, but discounted to their present value, using as the time remaining, the number of full calendar months remaining in the term of this Lease following default (beyond applicable cure periods), and using as the interest rate, the lesser of the following: (x) the rate (or the average of rates, if more than one rate appears) inserted in the blank of the "Money Rates" section of "The Wall Street Journal" (Eastern Edition) in the section

reading "Prime Rate: _____%", or (y) the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks. (If neither rate is available for any reason, then a reasonably equivalent rate shall be used).

Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy at law or in equity, including the right of injunction. Tenant waives any rights of redemption granted by any Laws if Tenant is evicted or dispossessed, for any cause, or if Landlord obtains possession of the Premises by reason of the violation by Tenant of any of the terms of this Lease.

LANDLORD DEFAULT -

24. In the event of any default by Landlord under this Lease ("Landlord Default"), Tenant may give Landlord written notice specifying such Landlord Default and, if Tenant shall do so, then Landlord shall have 30 days in which to cure any such Landlord Default; provided, however, that if the nature of the Landlord Default is such that more than 30 days are required for its cure, then Landlord shall not be in default if Landlord commences to cure within said 30 days and thereafter diligently prosecutes the same to completion. In the event that Landlord shall remain in default following its said right to cure, then in addition to all other rights and remedies available to Tenant at law and in equity, Tenant may cure such Landlord Default on behalf of Landlord by doing the necessary work and/or making the necessary payments, and billing Landlord for the reasonable costs thereof, which Landlord agrees to pay to Tenant within 30 days of receipt of Tenant's demand therefor and reasonable evidence of the cost of the same. If Landlord shall fail to pay within said 30 day period, Tenant may deduct the entire cost from any rent and other charges due hereunder.

RENT PAYMENTS -

25. If Landlord's interest in this Lease shall pass to another, or if the rent hereunder shall be assigned, or if a party, other than Landlord, shall become entitled to collect the rent due hereunder, then notice thereof shall be given to Tenant by Landlord in writing, or, if Landlord is an individual and shall have died or become incapacitated, by Landlord's legal representative, accompanied by due proof of the appointment of such legal representative. Until such notice and proof shall be received by Tenant, Tenant may continue to pay the rent due hereunder to the one to whom, and in the manner in which, the last preceding installment of rent hereunder was paid, and each such payment shall fully discharge Tenant.

Tenant shall not be obligated to recognize any agent for the collection of rent or otherwise authorized to act with respect to the Premises until written notice of the appointment and the extent of the authority of such agent shall be given to Tenant by the one appointing such agent.

Landlord and Tenant acknowledge and agree that Landlord's initial agent is the Property Manager named in Section 4 of Part I of this Lease.

HOLDOVER -

26. If Tenant shall hold over after the expiration date of the Term, or if Tenant shall hold over after the date specified in any termination notice given by Tenant then in either such event, Tenant shall be a month-to-month Tenant on the same terms as herein provided, except that the monthly Fixed Rent will be 1.5 times the monthly Fixed Rent payable by Tenant for the last full calendar month of Tenant's tenancy hereunder. Such month-to-month tenancy may be terminated by either party upon thirty (30) days written notice to the other party.

NOTICES -

27. Whenever, pursuant to this Lease, notice or demand shall or may be given to either of the parties by the other, and whenever either of the parties shall desire to give to the other any notice or demand with respect to this Lease or the Premises, each such notice or demand shall be in writing, and any Laws to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given or served as follows: by mailing the same to the other party by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, at its Notice Address set forth in Part I hereof, or at such other address as either party may from time to time designate by notice given to the other. The date of receipt of the notice or demand shall be deemed the date of the service thereof (unless the notice or demand is not received or accepted in the ordinary course of business, in which case the date of mailing shall be deemed the date of service thereof).

PARKING -

28. (a) Provided that such rules and regulations are uniformly promulgated and enforced, Landlord may promulgate rules and regulations for the parking areas of the Shopping Center, including, but not limited to, the designation of areas in which employees of tenants (including Tenant) are to park.

(b) Landlord covenants that there is not now any legal impediment to the use of or access to the parking areas of the Shopping Center for business parking.

(c) If, due to any reason other than a "Condemnation" as defined in Article 14 of this Part II, the parking areas of the Premises shall be decreased below the Required Number of Parking Spaces, Tenant shall notify Landlord thereof. If, within ninety (90) days after Landlord's receipt of such notice, additional parking is not provided equal to the number by which it has been decreased below the Required Number of Parking Spaces, then Tenant may, upon sixty (90) days' notice to Landlord: (i) terminate this Lease and this Lease shall so terminate unless Landlord shall provide or cause to be provided additional parking spaces within the Shopping Center equal to the number by which it has been decreased below the Required Number of Parking Spaces within 90 days after Landlord's receipt of Tenant's written notice of its election to terminate this Lease; or (ii) pay to Landlord Fixed Rent reduced to a level equal to fifty percent (50%) of Fixed Rent due under this Lease. If Tenant shall elect to so pay reduced rent, Tenant shall remain obligated for any other charges due under this Lease. Tenant's Fixed Rent shall be so reduced until such time as said additional parking is provided. The additional parking to be provided by Landlord pursuant to this

subsection (c) shall be within the Shopping Center and/or contiguous to the Premises in a location acceptable to Tenant in its sole discretion.

PROPERTY LAYOUT -

29. (a) Landlord agrees that it shall have no right to modify the Premises, the CVS Exclusive Parking Spaces, or the Protected Driveways and the Protected Curbcuts (as defined in Article 9 of Part I of this Lease, which Landlord acknowledges Landlord has no right to change or alter in any respect (the Shopping Center less the Premises shall be hereinafter referred to in this Article 29 as the "Remaining Shopping Center") without Tenant's prior written consent, which consent Tenant may not unreasonably withhold.

In addition, Landlord agrees that, unless Landlord first shall obtain Tenant's consent, which consent shall not be unreasonably withheld or delayed, Landlord will not cause any additional construction in the Remaining Shopping Center, and there will be no change in the Remaining Shopping Center layout (except for the Premises, the CVS Exclusive Parking, the Protected Driveways, or the Protected Curbcuts, which are subject to the provisions of the preceding grammatical paragraph) which would, in either case, materially and adversely affect the accessibility to the Premises from the parking areas or from the public streets and roadways bordering the Shopping Center, or any additional construction within the Remaining Shopping Center which would materially and adversely affect visibility of Tenant's signs or storefront(s). Landlord shall not place any kiosks, planters, trees, shrubs, stairs, or other obstructions in any place in front of the Building storefront without Tenant's prior written consent. Notwithstanding anything to the contrary contained herein, Landlord may modify the location of the Canyon Golf Road Drive and Curbcut within the dashed line area as provided in Section 9 of Part I of this Lease as long as in constructing such relocated Canyon Golf Drive and Curbcut, Tenant's use of the Canyon Golf Road Drive and Curbcut for full vehicular access to and from the Premises and Canyon Golf Road is not adversely affected.

(b) (i) If Landlord shall violate this Article 29, and shall not cure such violation within ninety (90) days after receipt of notice thereof, then at any time thereafter until such violation shall be cured, Tenant may terminate this Lease upon sixty (60) days notice to Landlord, and this Lease shall so terminate unless Landlord shall cure such violation within said sixty (60) days; or upon notice to Landlord, elect to pay Fixed Rent reduced to a level equal to fifty percent (50%) of Fixed Rent due under this Lease. If Tenant shall pay such reduced rent, Tenant still shall be obligated to pay Landlord all other charges due under this Lease. Tenant's Fixed Rent shall be so reduced until such violation is cured.

(ii) All of Landlord's representations and covenants set forth in this Article 29 shall be subject to any contrary requirements of the municipality or any other applicable governmental agency. Therefore, and notwithstanding subparagraph (b)(i) above, in the event that a violation of any of the provisions of this Article 29 shall occur due to the contrary requirements of the municipality or any applicable government agency, then such violation shall not be a default hereunder, and, as Tenant's sole remedy, Tenant may terminate this Lease upon thirty (30) days notice to Landlord.

SATELLITE COMMUNICATIONS DISH AND EQUIPMENT -

30. Notwithstanding anything to the contrary in this Lease, Tenant may install, maintain, and replace, on the roof of the Building or in the Building, a satellite communications dish and related equipment, provided such installation shall be performed in a manner that will not void the roof warranty, does not penetrate the roof or otherwise adversely affect the integrity of the roof structure and such satellite dishes and related equipment are screened from view from the Common Areas of the Shopping Center and public ways. Tenant shall do so at its own cost and in accordance with all Laws, and shall defend, indemnify and hold Landlord harmless from and against any claims, costs or expenses incurred by Landlord as a result of such installation, maintenance or replacement by Tenant. At Landlord's request, Tenant shall coordinate any roof installation hereunder with Landlord's roofing contractor.

EXCLUSIVE -

31. (a) (i) Until the expiration or earlier termination of this Lease, Landlord warrants and agrees that Landlord will not lease any space in the Shopping Center (excluding the Premises), or permit the use of any such space, for a health and beauty aids store, a greeting card and gift store; a store which provides on-site or other one-hour photo processing; a pharmacy mail order facility, a drug store, operation of a pharmacy prescription department 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.

(ii) If Landlord or any of its officers, directors, trustees, individual members, or partners, hold or acquire any interest in any land immediately adjacent to the Shopping Center or at the same intersection as the Shopping Center, in the event that the Shopping Center 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 pharmacy mail order facility, a prescription drug store, operation of a pharmacy prescription department and/or a Dollar Store.

(b) As used in this Lease: the term "operation of a pharmacy prescription department" shall mean any dispensing, distribution or furnishing of prescription drugs for a fee or profit. 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.

(c) If Landlord shall violate any of the provisions of this Article and shall not cure such violation within 90 days after receipt of Tenant's notice thereof, Tenant, at any time thereafter, upon 60 days prior written notice to Landlord, may: (i) terminate this Lease, and this Lease shall so terminate unless Landlord shall have cured such violation within said 60 day period; or (ii) pay to

Landlord Fixed Rent reduced to a level equal to 50% of Fixed Rent due under this Lease. Tenant's Fixed Rent shall be so reduced until such time as such violation is permanently cured.

32. Intentionally omitted.

MAINTENANCE OF PARKING AND OTHER EXTERIOR AREAS -

33. (a) With respect to the parking, driveways and other exterior areas of the Premises, Tenant shall perform the following, pursuant to good and accepted business practices throughout the Term: repairing, resurfacing, repaving, re-striping, and resealing of the parking areas and drives, including the portions of the Protected Driveways and Protected Curbcuts located on the Premises and those located within the Canyon Golf Road Drive and Curbcut until the commencement of construction of the Remaining Shopping Center; repair of all curbing, sidewalks and directional markers; removal of snow and ice; landscaping; and provision of adequate lighting during all hours of darkness that Tenant shall be open for business. As used in this Article, the term "repair" or "repairing" shall include maintenance (including cleaning), repair, and replacement. After commencement of construction of the Remaining Shopping Center, Landlord shall be responsible to maintain and repair the Canyon Golf Road Drive and Curbcut.

(b) If Tenant shall fail to perform any of its obligations under this Article within 30 days after receipt of written notice from Landlord of the need therefore (except that no notice shall be required in the event of emergency), then Landlord may do so on Tenant's behalf, and Tenant shall immediately reimburse Landlord any expenses incurred on Tenant's behalf.

TAXES -

34. (a) Landlord shall pay to all Tax authorities all real estate taxes and all assessments which may be levied against the Premises, including, but not limited to, any fees or expenses levied against the Premises pursuant to the provisions of the Restrictive Covenants (collectively, "Taxes").

(b) Commencing as of the Date of Rent Commencement, Tenant agrees to reimburse Landlord for all such Taxes levied against the Premises with respect to each tax fiscal year (or portion thereof) of the Term occurring after the Date of Rent Commencement, and in the event that the Premises are not separately assessed from the Remaining Shopping Center, then Tenant agrees to reimburse Landlord for its Pro Rata Share (as defined in Article 50) of the Taxes. Tenant's obligation hereunder shall exclude: any assessment penalty added to the Taxes as a result of Landlord's failure to timely pay any such Taxes to the applicable governmental authority; and any Taxes payable over a period of more than one year, provided that Tenant shall pay the installments thereof due during the Term. At least 30 days prior to the commencement of the Term, Landlord shall submit to Tenant Landlord's estimate of Taxes for the first full tax fiscal year to occur during the Term.

(c) Any sum payable to Landlord under this Article shall be paid by Tenant within 30 days after receipt from Landlord of demand therefor, accompanied by copies of receipted Tax bills.

(d) At Tenant's sole cost, Tenant may contest (including seeking an abatement or reduction of) any Taxes agreed to be paid hereunder; provided that Tenant first shall satisfy any requirements of Laws, including, if required, that the Taxes be paid in full before being contested. At Tenant's sole cost, Landlord shall assist Tenant as reasonably necessary with respect to any such contest, including joining in and signing applications or pleadings. Any rebate received shall belong to Tenant.

(e) If Tenant shall become aware that the Premises is being sold at a tax sale due to Landlord's delinquent payment of Taxes, and if Tenant shall pay the delinquent Taxes in order to prevent such sale, then Tenant may deduct the following amounts from rent and other charges due hereunder: an amount equal to the Taxes, interest, and penalties so paid by Tenant; all reasonable charges (including reasonable attorneys fees) incurred by Tenant in preventing such sale; and interest on all of the foregoing at the rate of 10% per annum.

(f) Notwithstanding anything to the contrary in this Article, if Landlord shall fail to bill Tenant for any Taxes within 24 months from the date the applicable Tax bill is issued and received by Landlord, then Tenant shall not be obligated to pay Landlord for such Taxes.

(g) Tenant agrees to pay to all Tax authorities all personal property taxes which may be levied against Tenant's merchandise, trade fixtures, and other personal property in and about the Premises.

(h) In the event that any governmental authority imposes a tax, charge, assessment or other imposition upon tenants in general which is based upon the rents payable under this Lease, including any gross margin tax, Tenant shall pay the same to said governmental authority or to Landlord if Landlord is responsible to collect the same (in which case Landlord shall remit the same in a timely manner and, upon request of Tenant, provide evidence to Tenant of said remittance)

INSURANCE -

35. (a) Landlord shall maintain All-Risk insurance for the Building for at least 90% of its reasonable replacement value. Said All-Risk policy shall not exclude flood coverage if the Premises is located in a Flood Zone A or V, and shall not exclude earthquake coverage. Landlord warrants and agrees that all proceeds received from such insurance shall be used in the first instance in accordance with Landlord's obligations under Article 13 hereof. Landlord also shall maintain General Liability coverage, including Broad Form Endorsement, on an occurrence basis; in combined policy limits of not less than \$2,000,000 per occurrence for bodily injury and for property damage with respect to the Premises.

Commencing as of the commencement of the Term, Tenant shall pay to Landlord the cost of the insurance required to be maintained hereunder during the Term which shall include: (i) the

cost of the insurance coverage on the Building as provided above (the "Building Insurance"), and (ii) Tenant's Pro Rata Share of the general liability coverage on the Common areas of the Shopping Center which shall include the areas of the Premises (other than the Building) which are areas for the common use of tenants and their respective employees, vendors, customers and other invitees which shall be included as part of the CAM Costs as provided in Article 50 of Part II hereof. The "Building Insurance" payable to Landlord hereunder shall be paid by Tenant within 30 days after receipt from Landlord of demand therefor, but not more than once annually. Any such demand shall be accompanied by: copies of receipted insurance bills; copies of the declaration pages of the applicable policies, with determinations of premium allocations, and any endorsements and exclusions; and by a certificate of all of Landlord's insurance; and such certificate shall name Tenant as an additional insured with respect to Landlord's General Liability policy. Landlord agrees to send to Tenant Landlord's estimate of the annual insurance expense hereunder at least 30 days prior to the commencement of the Term.

(b) Tenant shall maintain General Liability insurance, with combined policy limits of at least \$2,000,000 per occurrence for bodily injury and for property damage with respect to the Premises. Such insurance shall name Tenant as the named insured and Landlord as an additional insured. Upon Landlord's request, Tenant shall make available a certificate of such insurance to Landlord (which, at Tenant's option, may be by giving Landlord access to an internet web site containing such information). For every five (5) year period after the Date of Rent Commencement, such insurance shall be increased by the percentage increase in the CPI for the first day of such preceding sixty (60) month calendar year to the last day of such preceding sixty (60) month calendar year. For all purposes hereof, "CPI" shall mean the Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, All Items, published by the Bureau of Labor Statistics of the United State Department of Labor (standard revenue base period of 1982-84=100) or any successor or substituted index.

(c) All insurance coverage required to be carried hereunder: shall be carried with insurance companies licensed to do business in the state in which the Premises is located; shall be rated in the then-most current Best's Insurance Guide (or any successor thereto) as having a general policyholder rating of A- or better and a financial rating of "VIII" or better; and shall require the insured's insurance carrier to notify the other party hereto at least 30 days prior to any cancellation or material modification of such insurance.

(d) Upon the request of either party, provided that such request shall be commercially reasonable, the other party shall: increase the limits of insurance carried by it pursuant hereto; and carry types of insurance in addition to the types required to be carried by it pursuant hereto.

TENANT'S AUDIT RIGHTS -

36. Tenant may audit Landlord's CAM charges, Tax charges, and insurance charges but not more than once annually. Access to Landlord's records shall be provided to Tenant within 30 days after Tenant's request therefor. If such access is not provided, Tenant shall be relieved of its

obligation to pay such charges until access is provided. Landlord agrees to maintain its CAM and Tax records for at least 36 months from the date of each applicable invoice to Tenant. If any audit shall indicate that, in any of Landlord's statements, the charges were overstated by Landlord by an amount in excess of 3% of the actual costs, then Landlord shall pay to Tenant the reasonable cost of such audit, not to exceed \$5,000.00, plus interest on the overstated amount at the rate of 10% per annum. In any event, Landlord shall repay any amount owing to Tenant as a result of any overstatement.

LANDLORD'S TITLE -

37. Landlord warrants and covenants that Landlord has good and indefeasible title to the Shopping Center (including the Premises), in fee simple absolute. Landlord also warrants and covenants to the best of Landlord's knowledge, that: there are no liens and/or encumbrances that will prevent Tenant from constructing the Building or the site improvements on the Premises as provided in this Lease or from occupying the Premises for a retail drugstore/pharmacy or other retail use; there are no zoning or other Laws, and no other legal impediment, any of which would prevent Tenant from occupying the Premises for a retail drugstore/pharmacy and that there are no restrictive covenants or other agreements, any of which would prevent Tenant from occupying the Premises for the purposes described herein subject to the, or prevent the full and non-exclusive use of the parking areas as herein set forth, or otherwise prevent the Premises from being developed in accordance with the layout shown on Exhibit A-1 and Landlord shall not enter into any restrictive covenants or other agreements, which would prevent Tenant from occupying the Premises for the purposes herein provided, or prevent the full use of the parking areas as herein set forth, or otherwise prevent the Premises from being developed in accordance with the layout shown on Exhibit A-1.

Landlord warrants and represents to Tenant that, on the Delivery Date of the Premises to Tenant, to the best of Landlord's knowledge, the Premises shall be free of all violations, orders, or notices of violations of Laws.

QUIET ENJOYMENT -

38. Landlord warrants and agrees that Tenant, on paying the rent and other charges due hereunder and performing all of Tenant's other obligations pursuant to this Lease, shall and may peaceably and quietly have, hold, and enjoy the Premises for the full Term, free from molestation, eviction, or disturbance by Landlord or by any other person(s) lawfully claiming to be the same.

39. Intentionally omitted.

BROKER -

40. Landlord and Tenant each represent and warrant that it has had no dealings or conversations with any real estate broker in connection with the negotiation and execution of this Lease, other than the Broker(s) named in Section 23 of Part I. Landlord and Tenant each agree to

defend, indemnify and hold harmless the other against all liabilities arising from any claim of any other real estate brokers, including cost of counsel fees, resulting from their respective acts. Landlord warrants and agrees that it shall be solely responsible for any and all brokerage commissions owing to said Broker(s), as a result of the negotiation and execution of this Lease. Such commissions shall be payable by Landlord to Brokers following the execution of this Lease as follows: (a) Landlord shall pay to Jim Lundblad of Endura Advisory Group 4% of the total amount of Fixed Rent paid by Tenant under this Lease over a period of ten (10) years; and (b) Landlord shall pay to Dominion Advisory Group, Inc. 2% of the Fixed Rent paid by Tenant under this Lease over a period of twenty (20) years. Larry R. Baumgardner is a real estate broker licensed by the State of Texas and is a principal both in Landlord and in Dominion Advisory Group, Inc.

DISPUTES -

41. If any dispute shall arise as to any amount of money to be paid by one party to the other under this Lease, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest", and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for the recovery of such sum. If it shall be judged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum(s), or so much thereof as it was not legally required to pay under this Lease, together with interest at the rate of 10% per annum. If any dispute shall arise between the parties hereto as to any work to be performed by either of them under this Lease, the party against whom the obligation to perform the work is asserted may perform such work and pay the cost thereof "under protest", and the performance of such work shall not be regarded as a voluntary performance, and there shall survive the right on the part of said party to institute suit for recovery of the cost of such work, and it shall be entitled to recover the cost of such work, or the cost of so much thereof, as said party was not legally required to perform under this Lease, together with interest at the rate of 10% per annum.

ANCILLARY TENANT FACILITIES AND DUMPSTER -

42. At no charge to Tenant, Tenant may maintain a dumpster or similar refuse container near the Premises.

At no charge to Tenant, but subject to Laws, Tenant may maintain a trailer on the Premises for the purpose of storing inventory, fixtures and/or materials and tools utilized in connection with any renovation or restoration of the Premises. Such trailer shall not remain on the Premises for more than 90 consecutive days in any one instance. Tenant shall maintain any such trailer in a neat, clean and presentable manner. If the placement of the trailer on the Premises diminishes the number of parking spaces on the Premises so that Premises no longer have the Required Number of Parking Spaces, Tenant shall not be entitled to any additional parking spaces, and the Required Number of Parking Spaces shall be reduced to the number of spaces on the Premises less the number of parking spaces occupied by the trailer for the duration of time that the trailer is maintained on the Premises.

Tenant's rights under this Article shall be subject to Laws.

The exact location of any such dumpster, container or trailer shall be subject to Landlord's prior approval, said approval not to be unreasonably withheld or delayed. Landlord hereby acknowledges its approval of the location of the dumpster depicted on **Exhibit A-1** subject to any Laws. Landlord may require dumpsters or refuse containers to be screened from view, and may also establish reasonable times for garbage pick-up so as to not block or otherwise interfere with drives and parking areas for the Shopping Center.

TRANSFER OF TITLE -

43. (a) Landlord may freely transfer title to the Premises and this Lease without the consent of Tenant; however, Landlord shall give Tenant notice of any such transfer by delivery of a Notice of Transfer in substantially the form attached to this Lease as **Exhibit E-1**. Until Landlord gives Tenant notice in accordance with the terms of this Lease, or Tenant receives notice of a transfer by Landlord, Tenant may deal with Landlord as if it continued to be the owner of the Premises. If a controlling ownership interest in Landlord is transferred and, in connection therewith, the address for notices to Landlord is changed, Landlord shall give Tenant notice of the transfer of such controlling ownership interest by delivery of a Notice of Transfer in substantially the form attached to this Lease as **Exhibit E-2**; and provided, that until Landlord gives, or Tenant receives, notice of such transfer and new address Tenant may correspond with the current owner of a controlling interest in Landlord at the prior address for notices to Landlord. Whenever Landlord shall give Tenant notice of any such transfer, as provided in this Sub-Section, Landlord shall deliver to Tenant a properly completed and executed Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, or any successor form or any similar form and/or such other information or form from Landlord that is required by the Internal Revenue Service and/or by any other federal, state or local taxing authority having jurisdiction to require the furnishing of any form or information from time to time (or other evidence of Landlord's United States Social Security Number or Federal Employee Identification Number reasonably satisfactory to Tenant), in order to allow the requesting party to make a payment under this Lease or any related agreement without any deduction or withholding for or on account of any tax, with any such form or document to be accurate and completed in a manner reasonably satisfactory to such other party and to be executed and to be delivered with any required certification; however, to the extent such failure causes a backup tax withholding obligation to be imposed on and paid by Tenant, Tenant may withhold such amounts from any payments due to or for the benefit of Landlord under this Lease. The provisions of this Sub-Section shall be enforceable by an action for specific performance or an action for actual damages against any party failing to comply with its obligations hereunder.

(b) In the event of any transfer(s) of the title to the Premises, Landlord (and in the case of any subsequent transfer, the then-grantor) automatically shall be relieved from and after the date of such transfer, of all liability with respect to the performance of any obligations on the part of said Landlord contained in this Lease thereafter to be performed; provided that any amount then due and payable to Tenant by Landlord (or the then-grantor), and any other obligation then to be performed

by Landlord (or the then-grantor) under this Lease, either shall be paid or performed by Landlord (or the then-grantor) or such payment or performance assumed by the transferee; it being intended hereby that the covenants, conditions and agreements contained in this Lease on the part of Landlord shall, subject to the foregoing, be binding on Landlord, its successors and assigns, only during and with respect to their respective successive period of ownership.

NO CONTINUOUS OPERATION -

44. Anything in this Lease, express or implied, to the contrary notwithstanding, Landlord agrees that Tenant shall be under no duty or obligation, either express or implied, to open, or thereafter to continuously conduct, its business in the Premises at any time during the Term, provided that Tenant shall remain liable for all obligations under this Lease during the Term, however, Tenant agrees, subject to Unavoidable Delays, within fifteen (15) months after the Delivery Date, to stock, open and operate a minimum of one (1) day.

If Tenant shall cease to operate its business in the Premises for more than 60 consecutive days, Landlord shall have the right, at any time thereafter, for as long as Tenant's cessation to operate is still in effect, to terminate this Lease by giving Tenant 30 days' written notice of such election, and this Lease shall so terminate, unless Tenant has reopened the Premises for business during such 30 day period. For the purpose of this paragraph, Tenant shall not be deemed to have ceased operating its business in the Premises if Tenant is closed temporarily for remodeling or due to any fire or casualty, or if Tenant is closed due to strike, lockout, inability to obtain merchandise or any other cause beyond the reasonable control of Tenant.

HAZARDOUS SUBSTANCES -

45. (a) For the purposes hereof, the term "Hazardous Substance" shall mean and refer to asbestos, urea formaldehyde, lead, lead paint, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and by-products (including crude oil or any fraction thereof), and any pollutant, contaminant, chemical, material, substance or waste, defined as hazardous, toxic or dangerous or as a pollutant or a contaminant in, or the use, manufacture, generation, storage, treatment, transportation, release or disposal of which is regulated by, any Environmental Law. The term "Environmental Law" shall mean any federal, state, county, municipal, local or other statute, ordinance, rule, regulation, permit, judgment, order, writ, decree, award or injunction which relates to or deals with the protection of the environment or wildlife and/or human health and safety, including all regulations promulgated by a regulatory body pursuant to any such statute, ordinance, or regulation, including, the Comprehensive Environmental Response and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. §9601 et. seq., the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. §6901, et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et. seq., and the Clean Air Act, as amended, 42 U.S.C. §7401 et. seq.

(b) Tenant represents and warrants that, except as herein set forth, it will not use, store or dispose of any Hazardous Substances in the Premises. Landlord agrees that Tenant may sell household and automotive cleaners and other chemicals (including motor oil) in standard retail containers as are commonly sold by supermarkets, discount stores, and/or drugstores. Additionally, Landlord agrees that Tenant may use such household cleaners and chemicals to maintain the Premises, and additional chemicals to perform on-site photo-processing. Storage of such chemicals is also permitted. Landlord and Tenant acknowledge that any or all of the cleaners and chemicals described in this paragraph may constitute Hazardous Substances. However, Tenant may sell, use, store and dispose of same as herein set forth, provided that in doing so, Tenant complies with Laws. For the purposes of subdivisions (c) through (g) of this Article, the term "Hazardous Substances" shall exclude the Hazardous Substances permitted in this paragraph.

(c) Landlord represents and warrants to Tenant that, as of the Delivery Date, the Premises shall be free from contamination by Hazardous Substances. Notwithstanding anything in this Lease to the contrary, Tenant shall not be obligated to accept possession of the Premises until any Hazardous Substances found in or on the Premises have been removed, and Landlord has supplied Tenant with a certificate from the appropriate governmental authority that such removal has been completed, and Landlord has restored the Premises to the condition which existed immediately prior to such removal. Landlord further represents and warrants to Tenant that, to the best of Landlord's knowledge, as of the date hereof, no underground storage tanks exist in the Shopping Center. In the event an underground storage tank is determined to exist in the Shopping Center, Tenant shall under no circumstances be deemed to be an owner or operator of such tank, and removal and remediation required by law in connection with such tank shall be performed by Landlord at Landlord's sole cost.

(d) If, at any time during the Term, Hazardous Substances shall be found in or on the Premises, then:

(i) with regard to any Hazardous Substances that Tenant shall not have caused, Landlord shall remove or remediate same to the extent required by Laws, and in compliance with Laws, and at Landlord's sole cost; and Landlord agrees to defend, indemnify, and hold each of Tenant and Guarantor harmless from and against any and all costs, damages, expenses, and/or liabilities (including reasonable attorneys' fees) which each of Tenant or Guarantor may suffer as a result of any claim, suit, or action regarding any such Hazardous Substances (whether alleged or real), and/or regarding the removal and remediation of same.

(ii) with regard to any Hazardous Substances caused by Tenant, Tenant shall remove or remediate same to the extent required by Laws, and in compliance with Laws, and at Tenant's sole cost; and Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all costs, damages, expenses, and/or liabilities (including reasonable attorneys' fees) which Landlord may suffer as a result of any claim, suit, or action regarding any such Hazardous Substances (whether alleged or real), and/or regarding the removal and remediation of same.

(e) If, prior to the Date of Rent Commencement, any Hazardous Substances are found in or on the Premises, and, as a result thereof, Tenant is prevented from doing its work in the

Premises or from opening for business, then notwithstanding anything to the contrary herein, the Date of Rent Commencement will be delayed for a number of days equal to the number of days that Tenant is delayed from opening for business in the Premises, subject to the other provisions of this Lease. If the Date of Rent Commencement shall be so delayed for 6 months, then at any time thereafter until such delay shall cease, Tenant may terminate this Lease upon 15 days' prior notice to Landlord.

(f) If, on or after the Date of Rent Commencement, Tenant is prevented from operating its business as a result of the existence of such Hazardous Substances not caused by Tenant, then Tenant's rent and all other charges due hereunder shall abate, until Tenant is able to resume the operation of its business, subject to the other provisions of this Lease. If Tenant's rent and other charges shall be so abated for 6 months, then at any time thereafter until such abatement shall cease, Tenant may terminate this Lease upon 15 days' prior notice to Landlord.

(g) Each of Landlord's and Tenant's obligations pursuant to this Article shall survive any expiration and/or termination of this Lease.

(h) Landlord shall have the right, but not the obligation, to enter into the Premises and perform any obligation of Tenant under this Lease of which Tenant is in default, including without limitation, any remediation necessary due to the environmental impact of Tenant's operations on the Premises, without waiving or reducing Tenant's liability for Tenant's default of this Article of the Lease.

TENANT'S INDEMNITY -

46. Except to the extent that such liability is caused by the negligence or tortious act or omission of Landlord, its agents, contractors, or employees, and subject to Article 12, Tenant shall defend, indemnify and hold Landlord harmless from all costs, expenses, claims or demands of whatever nature arising from any willful, negligent or tortious act or omission on the part of Tenant, its agents, contractors, or employees.

In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon written notice from Landlord, shall, at Tenant's expense, resist or defend such action or proceeding.

LANDLORD'S INDEMNITY -

47. Except to the extent that such liability is caused by the negligence or tortious act or omission of Tenant, its agents, contractors or employees, and subject to Article 12, Landlord shall defend, indemnify and hold Tenant harmless from all costs, expenses, claims or demands of whatever nature arising from any willful, negligent or tortious act or omission on the part of Landlord, its agents, contractors, or employees.

In case any action or proceeding is brought against Tenant by reason of any such claim, Landlord, upon written notice from Tenant, shall, at Landlord's expense, resist or defend such action or proceeding.

ESTOPPEL CERTIFICATE -

48. (a) Landlord and Tenant agree to deliver to each other, from time to time as reasonably requested in writing, and within a reasonable period of time after receipt of such request, an estoppel certificate certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), and the dates to which any rent due hereunder has been paid in advance, if any, together with such other information as Landlord or Tenant may reasonably require with respect to the status of the Lease and Tenant's use and occupancy of the Premises. Tenant reserves the right to impose a processing fee of \$150.00 for each estoppel certificate requested by Landlord, provided such request is received at least 30 days prior to the date such estoppel certificate is to be delivered.

(b) Notwithstanding the foregoing, Tenant shall not be required to deliver an estoppel certificate in the case of any transfer of either the Premises, or of a controlling interest in Landlord if there has been a change in Landlord's taxpayer identification number, unless and until Landlord provides Tenant with a properly completed and executed Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certificate, or any successor form or any similar forms and/or such other information and/or forms from Landlord that are required by the Internal Revenue Service and/or any other federal, state or local taxing authority having jurisdiction to require the furnishing of any form or information by Landlord from time to time (or other evidence of Landlord's United States Social Security Number or Federal Employer Identification Number) reasonably satisfactory to Tenant.

49. **Intentionally omitted.**

COMMON AREA MAINTENANCE ---

50. (a) For the purposes of this Article 50, the Common Areas of the Shopping Center shall exclude the areas of the Premises, the Protected Driveways and Protected Curbcuts located on the Premises and the Canyon Golf Drive and Curbcut until construction is commenced on the Remaining Shopping Center, but shall include other areas of the Shopping Center and the Canyon Golf Drive and Curbcut when construction is commenced on the Remaining Shopping Center, which are areas for the common use (except as provided in Article 1 of Section II of this Lease) of tenants and their respective employees, vendors, customers and other invitees, including without limitation, paved parking areas, paved service areas, landscaping, loading area, malls and promenades (enclosed or otherwise), lighting facilities, drinking fountains, public toilets, sidewalks, ramps, roadways, driveways, curbs, curbcuts and all similar areas and facilities of the Shopping Center, now or hereafter existing on the Shopping Center.

With respect to the Common Areas of the Shopping Center (as defined above), Landlord shall perform the following, pursuant to good and accepted business practices throughout the Term:

repairing, maintaining, resurfacing, repaving, re-striping, resealing and cleaning of the parking areas; maintenance and repair of all curbing, sidewalks and directional markers; removal of snow and ice; landscaping and maintenance thereof; provision of security; provision of general liability insurance for the Common Areas as provided in Article 35(a) of this Lease; and provision of adequate lighting during all hours of darkness that Tenant shall be open for business. Tenant agrees that Landlord may contract with a third party vendor to perform Landlord's obligations hereunder on its behalf, except that nothing contained herein shall be deemed to limit Landlord's obligations hereunder.

As used in this Article 50, the term "repair" or "repairing" shall include maintenance (including cleaning), repair, and replacement.

(b) Tenant's Pro Rata Share shall mean that proportion of the applicable costs described below which the land included in the Premises bears to the land included in the Shopping Center for the purposes of Articles 34 and 35 and 50(c) herein.

(c) Tenant shall not be required to pay Landlord for any portion of the Common Area maintenance costs incurred by Landlord from and after the Date of Rent Commencement in fulfilling Landlord's obligations under subdivision (a) above except for Tenant's Pro Rata Share of general or special assessments assessed against the Premises in accordance with Article X of the By-Laws of the Stone Oak Property Owner's Association, Inc. (the "Association Assessment")

(d) If Landlord shall fail to perform any of its obligations under this Article 50 within thirty (30) days after receipt of notice from Tenant (or such longer time if Landlord is diligently pursuing the performance of any such obligations) of the need therefor (except that no notice shall be required in the event of an emergency), then Tenant may do so on Landlord's behalf and charge Landlord for the reasonable cost thereof. If Landlord shall not pay Tenant within thirty (30) days after receipt of an invoice therefor with supporting documentation, Tenant may deduct the reasonable cost thereof from rent and other charges due hereunder.

(e) Commencing as of the Date of Rent Commencement, Tenant shall pay to Landlord Tenant's Pro Rata Share of the Association Assessment and Tenant's Pro Rata Share of the general liability insurance for the Common Areas (the "CAM Insurance Cost") (collectively the Association Assessment and the CAM Insurance Cost shall be deemed the "CAM Costs") and for no other common area costs.

(f) Tenant shall pay to Landlord, a monthly sum for the CAM Costs, as set forth herein, by the fifth day of each month and a pro rata sum for any partial month. For the first calendar year (or portion thereof) to occur during the Term, said monthly sum shall be Two Hundred Forty Dollars (\$240.00) for the Association Assessment.

51. Intentionally omitted.

52. Intentionally omitted.

MISCELLANEOUS -

53. (a) This Lease shall be governed and construed in accordance with the laws of the state in which the Premises is located.

(b) The headings of the Sections of Part I, and of the Articles of Part II, are for convenient reference only, and are not to be construed as part of this Lease.

(c) The language of this Lease shall be construed according to its plain meaning, and not strictly for or against Landlord or Tenant; and the construction of this Lease and of any of its provisions shall be unaffected by any argument or claim that this Lease has been prepared, wholly or in substantial part, by or on behalf of Tenant.

(d) Landlord and Tenant each warrant and represent to the other, that each has full right to enter into this Lease and that there are no impediments, contractual or otherwise, to full performance hereunder.

(e) This Lease shall be binding upon the parties hereto and shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Landlord and the successors and assigns of Tenant.

(f) In the event of any suit, action, or other proceeding at law or in equity (collectively, "action"), by either party hereto against the other, by reason of any matter arising out of this Lease, the prevailing party shall recover, not only its legal costs, but also reasonable attorneys' fees (to be fixed by the Court) for the maintenance or defense of said action, as the case may be.

(g) A waiver by either party of any breach(es) by the other of any one or more of the covenants, agreements, or conditions of this Lease, shall not bar the enforcement of any rights or remedies for any subsequent breach of any of the same or other covenants, agreements, or conditions.

(h) This Lease and the referenced exhibits set forth the entire agreement between the parties hereto and may not be changed or terminated orally or by any agreement unless such agreement shall be in writing and signed by the party against whom enforcement of such change or termination is sought.

(i) If any provision of this Lease or the application thereof to any persons or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(j) The submission of this Lease for examination does not constitute a reservation of or agreement to lease the Premises; and this Lease shall become effective and binding only upon proper execution and unconditional delivery thereof by Landlord and Tenant.

(k) Landlord shall not be construed or held to be a partner, joint venturer, or associate of Tenant in the conduct of its business; and the relationship between the parties hereto is, and shall at all times remain, that of landlord and tenant.

(l) Tenant specifically agrees to look solely to Landlord's interest in the Shopping Center for recovery of any judgments from Landlord. Landlord (and Landlord's shareholders, venturers and partners, and all of their officers, directors and employees) shall not be personally liable for any such judgments. The limitation of liability contained in this Article 53(l) shall apply equally and inure to the benefit of Landlord, its successors and their respective present and future partners, beneficiaries, officers, directors, trustees, shareholders, agents and employees, and their respective heirs, successors and assigns.

(m) Landlord shall cooperate with Tenant to the extent necessary for Tenant and any party claiming by through or under Tenant to obtain any licenses, approvals, permits or other governmental authorizations necessary to operate its business in the Premises and/or to construct, improve and/or renovate the Premises including, without limitation, any buildings and/or improvements, all subject to the terms of this Lease; provided, that in no event shall Landlord be obligated to incur (i) any costs or expenses in connection with its cooperation, and all such costs and expenses shall be paid by Tenant, or (ii) any indebtedness or monetary liabilities or obligations in connection with any such cooperation. Without limitation of any other provisions of this Lease, Tenant shall indemnify, defend and hold Landlord harmless for, from and against any and all liabilities, losses, damages, penalties, costs, expenses, causes of action, suits, claims, demands or judgments of any nature whatsoever arising from or in connection with Landlord's cooperation under this Sub-Section. Without limitation of the foregoing, but subject to the restrictions identified on Exhibit C, Landlord shall, upon request of Tenant, execute any applications for liquor licenses business licenses, and other licenses and permits and provide any and all information requested by the licensing and/or permitting authority with respect to Landlord, its officers, directors, members, managers, partners and/or shareholders which may be required in order for the Tenant and any party claiming by, through or under Tenant to sell alcoholic beverages and other products and/or services at the Premises if and to the extent not prohibited by laws or matters of record; provided, that Tenant shall maintain such information as confidential and will only disclose such information as and to the extent required to obtain such licenses, approvals and permits.

(n) This agreement is contingent upon the closing of Landlord's purchase of the Shopping Center property. If the closing of the purchase of the Shopping Center property does not occur by October 31, 2008 for any reason, then this Lease will automatically terminate and no longer be of any force or effect.

COUNTERPARTS -

54. This Agreement may be executed in separate counterparts, each of which shall be an original and all of which shall be deemed to be one and the same instrument.

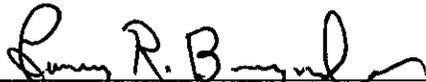
(Signatures appear on the following page)

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease on the day and year first above written.

LANDLORD:

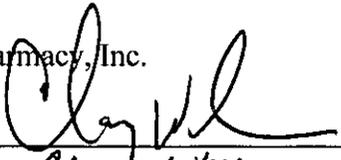
DAG DEVELOPMENT I, LTD.
a Texas limited partnership

By: HTAC DEVELOPMENT I, L.L.C, its General
Partner

By: 
Larry R. Baumgardner, its President

TENANT:

CVS Pharmacy, Inc.

By: 
Name: Clay Wilson
Vice President

CVS LEGAL APPROVAL: Kimberly A. Sigler
Mintz Levin

Clay Wilson
RVP, Real Estate

EXHIBIT A
LEGAL DESCRIPTION OF PREMISES

LEGAL DESCRIPTION

PREMISES

BEING A 1.667 ACRE TRACT OF LAND IN THE L.C. GROTHAUS SURVEY NO. 12, ABSTRACT NO. 930, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, BEING OUT OF A 6.143 ACRE TRACT OF LAND IN VOLUME 7126, PAGE 1240 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEXAR COUNTY, TEXAS.

EXHIBIT A-1
SITE PLAN - PREMISES

EXHIBIT A-1-1

SITE PLAN - RESTRICTED DRIVEWAYS AND RESTRICTED CURBCUTS

EXHIBIT B
CONSTRUCTION SPECIFICATIONS

Division	Section Title
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DIVISION 0 – GEOTECHNICAL REPORT

DIVISION 1 - GENERAL REQUIREMENTS

01010	SUMMARY OF WORK
01140	WORK RESTRICTIONS
01300	SUBMITTALS
01310	PROJECT MANAGEMENT AND COORDINATION
01340	SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES
01400	QUALITY REQUIREMENTS
01500	CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS
01600	PRODUCT REQUIREMENTS
01700	EXECUTION REQUIREMENTS
01770	CLOSEOUT PROCEDURES
01800	REQUEST FOR INFORMATION

DIVISION 2 - SITE CONSTRUCTION

02230	SITE CLEARING
02300	EARTHWORK
02361	TERMITE CONTROL
02810	IRRIGATION SYSTEMS
02821	CHAIN-LINK FENCES AND GATES
02870	SITE AND STREET FURNISHINGS
02920	LAWNS AND GRASSES
02930	EXTERIOR PLANTS

DIVISION 3 - CONCRETE

03300	CAST-IN-PLACE CONCRETE
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DIVISION 4 - MASONRY

04810	UNIT MASONRY ASSEMBLIES
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DIVISION 5 - METALS

05120	STRUCTURAL STEEL
05210	STEEL JOISTS
05310	STEEL DECK
05400	COLD-FORMED METAL FRAMING
05500	METAL FABRICATIONS
05511	METAL STAIRS

DIVISION 6 - WOOD AND PLASTICS

06100	ROUGH CARPENTRY
06200	FINISH CARPENTRY
06402	INTERIOR ARCHITECTURAL WOODWORK

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07210 BUILDING INSULATION
07240 EXTERIOR INSULATION AND FINISH SYSTEM - EIFS
07540 FULLY ADHERED THERMOPLASTIC OLEFIN (TPO) ROOFING SYSTEM
07620 SHEET METAL FLASHING AND TRIM
07720 ROOF ACCESSORIES
07841 THROUGH-PENETRATION FIRESTOP SYSTEMS
07920 JOINT SEALANTS

DIVISION 8 - DOORS AND WINDOWS

08110 STEEL DOORS AND FRAMES
08211 FLUSH WOOD DOORS
08311 ACCESS DOORS AND FRAMES
08331 OVERHEAD COILING DOORS
08334 OVERHEAD COILING GRILLES
08381 TRAFFIC DOORS
08410 ALUMINUM ENTRANCES AND STOREFRONTS
08461 SLIDING AUTOMATIC ENTRANCE DOORS
08512 DRIVE-THRU WINDOW
08711 DOOR HARDWARE (SCHEDULED BY NAMING PRODUCTS)
08800 GLAZING

DIVISION 9 - FINISHES

09260 GYPSUM BOARD ASSEMBLIES
09511 ACOUSTICAL PANEL CEILINGS
09540 DIRECT - APPLIED EXTERIOR FINISH SYSTEM - DEFS
09651 RESILIENT TILE FLOORING
09653 RESILIENT WALL BASE AND ACCESSORIES
09681 CARPET TILE
09900 PAINTING
09950 WALL COVERINGS
09971 WATERPROOF WALL PANELS

DIVISION 10 - SPECIALTIES

10100 VISUAL DISPLAY BOARDS
10200 VISUAL DISPLAY WALLS
10290 ELECTRIC BIRD ABATEMENT SYSTEM
10340 TRELIS UNIT
10425 INTERIOR SIGNAGE
10426 EXTERIOR SIGNAGE
10450 CART CORRAL
10520 FIRE-PROTECTION SPECIALTIES
10801 TOILET ACCESSORIES
10860 CONVEX MIRROR

DIVISION 11 - EQUIPMENT

- 11010 OWNER FURNISHED ITEMS
- 11020 SECURITY SAFES
- 11172 WASTE COMPACTOR
- 11200 WALK-IN COOLER
- 11400 COOLER AND FREEZERS

DIVISION 12 - FURNISHINGS

- 12300 STEEL GONDOLA

DIVISION 13 - SPECIAL CONSTRUCTION

- 13851 FIRE ALARM
- 13915 FIRE-SUPPRESSION PIPING

DIVISION 14 - CONVEYING SYSTEMS

- 14566 VERTICAL RECIPROCATING CONVEYOR
- 14570 PNEUMATIC TRANSPORT SYSTEM

DIVISION 15 - MECHANICAL

- 15050 BASIC MECHANICAL MATERIALS AND METHODS
- 15060 HANGERS AND SUPPORTS
- 15081 DUCT INSULATION
- 15083 PIPE INSULATION
- 15110 VALVES
- 15140 DOMESTIC WATER PIPING
- 15150 SANITARY WASTE, VENT, AND STORM DRAIN PIPING
- 15194 FUEL GAS PIPING
- 15410 PLUMBING FIXTURES
- 15430 PLUMBING SPECIALTIES
- 15485 ELECTRIC, DOMESTIC WATER HEATERS
- 15782 ROOFTOP UNITS
- 15815 METAL DUCTS
- 15820 DUCT ACCESSORIES
- 15838 POWER VENTILATORS
- 15855 DIFFUSERS, REGISTERS, AND GRILLES
- 15940 SEQUENCE OF OPERATIONS
- 15990 TESTING, ADJUSTING, AND BALANCING

DIVISION 16 - ELECTRICAL

- 16050 BASIC ELECTRICAL MATERIALS AND METHODS
- 16060 GROUNDING AND BONDING
- 16120 CONDUCTORS AND CABLES
- 16130 RACEWAYS AND BOXES
- 16140 WIRING DEVICES
- 16410 ENCLOSED SWITCHES AND CIRCUIT BREAKERS
- 16442 PANELBOARDS
- 16511 INTERIOR LIGHTING
- 16521 EXTERIOR LIGHTING
- 16700 ELECTRONIC DETECTION SYSTEM
- 16710 BURGLAR ALARM SYSTEM
- 16729 PUBLIC ADDRESS AND MUSIC SYSTEM
- 16740 COMMUNICATIONS EQUIPMENT
- 16750 ENERGY MANAGEMENT SYSTEM

CONSTRUCTION RESPONSIBILITY SCHEDULE
CVS #8978 Stone Oak Parkway and Canyon Golf Road, San Antonio, Texas

DIV.	DESCRIPTION	L.L. or G.C.			Tenant			REMARKS
		Furnish	Unload	Install	Furnish	Unload	Install	
1	GENERAL REQUIREMENTS	X						
	1. Permits and Fees	X						Includes building permit and tap fees and winter conditions if applicable. Permit submit date _____.
	2. Architectural, Engineering & Civil Plans	X						
2	SITE CONSTRUCTION	X						
	1. Landscaping	X						
	2. Outdoor trash receptacle (Allied Fiberglass Industries)	X						"Hide a Butt" Trash can
	3. Mailbox	X						N/A
3	CONCRETE	X						
	1. Concrete Testing	X						G.C. to include concrete testing
4	MASONRY	X						G.C. to include masonry inspection by city or municipality as necessary
5	METALS/JOIST, DECK & STEEL	X						G.C. to include welding & steel inspections by city or municipality as necessary
6	WOOD AND PLASTIC	X						
	1. Millwork (Leggett & Platt, Lozier, & Uni-web)			X				G.C. to contract CVS preferred millwork installers and utilize CVS National Account vendor as dictated by specs. Cash drop boxes and change drawers to be installed.
7	THERMAL MOISTURE PROTECTION (Roof & Insulation)	X		X				
8	DOORS AND WINDOWS							
	1. Drive-Thru Window (Diebold)			X				G.C. to install window unit. Coordinate all electrical requirements with vendor. See Electrical Drawings. CVS to order.
	2. Entrance Doors (Stanley)			X				G.C. to supply/install glass, glazing and perimeter caulking. Allow 6-8 weeks lead from time of order to site delivery/installation. Call CVS National Account vendor for quote.
	3. Exterior & Interior Doors (Arc One)			X				
	4. Building Security Grilles (QMI)			X				Required for #6241
	5. Rolling Service Door (Overhead Door)			X				Installation by product distributor. G.C. to provide metal angle jamb/head rough opening prior to installation. G.C. to schedule and coordinate CVS to supply padlock.
	6. RX Dept. Security Grille (QMI)							G.C. to provide necessary structural support. Actual product install is by CVS National Account vendor under G.C.'s contract. G.C. to schedule and coordinate.
9	FINISHES							
	1. Carpet Tile (Strategic Flooring)			X				G.C. to obtain quote from CVS National Account vendor. Carpet price will include installation and adhesive.
	2. VCT (Strategic Flooring)			X				Includes coordination/scheduling of drive aisle RX waiting, office pkg (Mgr & breakroom), and store entry
	3. Wall Covering			X				
10	SPECIALTIES							
	1. Bulletin Board			X				24 x 36 framed corkboard - two required
	2. Pylon Signs/Electronic Message Board (Daktronics)			X				G.C. to supply Electrical. LL to provide pylon and 1 monument sign available for CVS's use. CVS to reimburse its prorata share of sign fabrication and installation. CVS to fabricate and install individual sign panel on pylon and monument.
	3. Monument Signs			X				G.C. to supply Electrical. LL to provide pylon and 1 monument sign available for CVS's use. CVS to reimburse its prorata share of sign fabrication and installation. CVS to fabricate and install individual sign panel on pylon and monument.
	4. Drive-Thru Signs			X				See Site Plan
	5. Building Signs (Southwest Signs)			X				G.C. to supply Electrical and plywood backing. CVS National Account vendor is responsible for final electrical connections.
	6. Interior Signs, Wall Graphics, & Aisle Signs (LSI)			X				G.C. to install

		L.L. or G.C.			Tenant			
	7. Fire Extinguishers			X				
	8. Toilet Accessories			X				
	9. Cart Corral (Laurence Metal)			X				G.C. to install.
11	EQUIPMENT							
	1. Safe (Corp. Safe Special)			X				G.C. to schedule and coordinate delivery
	2. Compactor (Marathon)			X				G.C. to coordinate delivery and provide final connection
	3. Compactor Pad/Enclosure			X				
	4. Dumpster			X				
	5. Dumpster Enclosure/Pad			X				
	6. Walk-In Cooler (Masterbuild)			X				G.C. to purchase from CVS National Account vendor. Type A store only.
	7. Reach-In Refrigerators/Freezers (Masterbuild)			X				Electrical outlet by G.C. G.C. to schedule and coordinate installation (Type A & B stores)
12	FURNISHINGS							
	1. Steel Gondola (Lozier)						X	Note: Install is dictated by local Labor Union issues. In union areas the G.C. is responsible for the install, in non-union areas CVS Store Set-up is responsible. There are exceptions therefore please confirm with CVS Project Manager.
	2. Fragrance Security Case (Diam-USA)						X	
	3. Cosmetic Noxell Fixtures (Diam-USA)						X	
13	SPECIAL CONSTRUCTION							
	1. Fire Alarm (BCI)			X				G.C. to schedule and coordinate National Account Vendor
14	CONVEYING SYSTEMS							
	1. Vertical Lift (A. Prime Handling)			X				For buildings with a mezzanine (Type A Only)
	2. Pneumatic Tube Delivery System (Diebold)			X				Installed by national account vendor - Double drive-thru's only. Under G.C.'s contract.
15	MECHANICAL / PLUMBING							
	1. Water Meter			X				Includes tap fees. Can be paid by LL.
	2. Irrigation Meter			X				Includes tap fees. Can be paid by LL.
	3. Gas Meter			X				
	4. Water Purification System (Fillmaster)			X				G.C. to install will require plumber visit for installation after construction
16	ELECTRICAL							
	1. Site Lighting (Weidenbach-Brown)			X				G.C. to purchase from CVS National Account vendor. Includes poles, fixtures and circuiting.
	2. Building Lighting (Weidenbach-Brown)			X				Includes interior and exterior lighting - see Floor Plan and Electrical Plan.
	3. Compactor Disconnect			X				Coordinate with compactor location - see Floor Plan and Electrical Plan.
	4. E.A.S. and P.O.S. Cabling/low voltage (Intelex)			X				CVS to purchase from CVS National Account vendor. Tenant to connect to equipment. All conduit by G.C.
	5. Telephone Conduit			X				All conduit by G.C.
	6. Telephone System prewire/finish (Intelex)			X				CVS to purchase from CVS National Account vendor. G.C. to coordinate LV wiring.
	7. EMS Relay Panel (CPC)							
	8. EMS System Connection			X				Electrician to install relay panel purchased from CVS National Account vendor. Lighting relay panel is by G.C. G.C. to coordinate final programming with CPC.
	9. EMS System Panel			X				Electrician to install relay panel purchased from CVS National Account vendor. Lighting relay panel is by G.C. G.C. to coordinate final programming with CPC.
	10. Electrical Meter			X				
	11. Burglar Alarm (fire alarm, DVR/CCTV prewire, burglar prewire) (BCI)			X				LL to purchase from CVS National Account vendor. G.C. to schedule and coordinate.
	12. Music System (Muzak)			X				G.C. to schedule and coordinate
	13. Inventory Control (EAS System)			X				G.C. to coordinate rough in on electrical boxes.

EXHIBIT C

OTHER TENANT EXCLUSIVE USES AND PROHIBITED USES

No portion of the Shopping Center (including the Premises) shall be used for any use prohibited by applicable zoning laws or other governmental regulations or for any of the following uses:

- (i) Any use which is noxious or offensive by reason of the emission or discharge of excessive noise, vibration, smoke, heat, radiation, fumes or wastes, odorous, or particulate matter.
- (ii) Storage, handling or use of explosive material.
- (iii) Commercial landfill, dump, junkyard or other similar operation.
- (iv) Raising, maintenance, housing or treatment of livestock or other animals overnight, other than in connection with the operation of a veterinary clinic on the Property.
- (v) Commercial storage or sales of motor vehicles, mobile homes, portable buildings or other temporary buildings, except that this restriction shall not apply to:
 - (1) New automobile agency or dealer which is restricted to the display of automobiles of the current and immediately preceding model years.
 - (2) The display or sales of restored "antique" or "classic" automobiles or other motor vehicles.
- (vi) Bars, nightclubs, taverns, play parks, dance halls, outdoor theaters and race tracks, except if such use is wholly contained within a bona fide restaurant or is otherwise offered as an incidental amenity to the primary business, such as a health club, tennis club or racquetball club. If Landlord proposes to lease premises in the Shopping Center to a bar, nightclub or tavern, Landlord may present to Tenant a description of the proposed use by the bar, nightclub or tavern, and Tenant may waive the provisions of this Section (vi) as to such use in writing, whereby Landlord may enter into a lease with such bar, nightclub or tavern tenant. Any waiver by Tenant of the provisions hereof, however, shall only be applicable to the particular bar, nightclub or tavern tenant presented by Landlord and shall not in any way waive the application of this provision to any other prospective bar, nightclub or tavern tenant for the Shopping Center. If Tenant does not provide written notice to Landlord of its waiver of this Section (vi) or its disapproval of any proposed lease to a bar, nightclub or tavern within forty-five (45) days of delivery of the proposed use by Landlord to Tenant, such consent shall be deemed to have been given by Tenant.

- (vii) Mortuaries, funeral homes, and cemeteries.
- (viii) Temporary buildings, trailers and mobile homes in the open, except as a construction office for a project being constructed upon a portion of the Property and only for the period of such construction and except as otherwise expressly provided for in the Lease.
- (ix) Adult entertainment and other sexually-oriented businesses, including, without limitation, massage parlor, adult bookstore or video store, adult theatre, adult dancing establishment, adult or hourly-rate motel, or any activity or use (which terms include anything capable of being discerned by any human senses) which is sexually-oriented, pornographic, obscene, lewd, or lascivious, as defined from time to time by the United States Supreme Court and/or governmental regulations. Notwithstanding anything contained herein, the Shopping Center may be used by a tenant that provides spa services that include massages, a massage therapist, or other businesses that provide massages that are therapeutic in nature and not sexually oriented.
- (x) Any activity requiring a license or a permit from the Texas Alcoholic Beverage Commission to be a "wholesaler" or "manufacturer" of alcoholic beverages, as contemplated under Chapter 102 of the Texas Alcoholic Beverage Code (though Tenant may function as a "retailer" of alcoholic beverages as contemplated by such Code).
- (xi) Any use prohibited by the Restrictive Covenants.

EXHIBIT D
FORM OF SNDA

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 200_, by and between _____, with offices at c/o CVS Pharmacy, Inc. ATTN: Property Administration Department, One CVS Drive, Woonsocket, Rhode Island 02895 ("Tenant") and _____, having its office at _____ ("Mortgagee"), and _____, having its office at _____ ("Landlord").

WITNESSETH:

WHEREAS, Tenant and Landlord have entered into a certain lease dated _____, as assigned, modified, supplemented or amended by the documents listed on Exhibit A hereto (collectively, the "Lease") covering premises located at _____ ("Premises"), and as more specifically set forth in the Lease; and

WHEREAS, Mortgagee has made or has agreed to make a mortgage loan in the original principal amount of \$ _____ ("Loan") to Landlord evidenced by a promissory note secured by, among other security, a certain Mortgage/Deed of Trust/Deed to Secure Debt and Security Agreement ("Mortgage") on Landlord's property ; and

WHEREAS, the Mortgage, and any other documents or instruments evidencing or securing the Loan are hereinafter collectively referred to as the "Loan Documents"; and

WHEREAS, Mortgagee has been requested by Tenant and by Landlord to enter into a non-disturbance agreement with Tenant;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, Mortgagee and Tenant and Landlord hereby agree and covenant as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and Tenant's interest in the Premises under the Lease, are and shall at all times be subject, subordinate, and inferior to the lien of the Loan Documents and to the lien of all renewals, modifications and extensions thereof, subject to the terms and conditions set forth in this Agreement.

2. Notwithstanding such subordination, so long as Tenant is not in default (beyond any applicable cure period) in the payment of fixed rent as set forth in the Lease, or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof , shall not be diminished or interfered with by Mortgagee, and Tenant's occupancy of the Premises shall not be disturbed by Mortgagee for any reason whatsoever during the term of

the Lease or any such extension or renewal thereof, except as would be permitted for Landlord to do so.

3. In addition, notwithstanding such subordination, so long as Tenant is not in default (beyond any applicable cure period) in the payment of rent or additional rent, or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Mortgagee will not join Tenant as a party defendant, unless required by law, in any foreclosure action or other proceeding for the purpose of terminating Tenant's interest and estate under the Lease or for any other purpose.

4. If the interests of Landlord in the Premises shall be transferred to and owned by Mortgagee by reason of foreclosure or other proceedings brought by it, or by deed in lieu of foreclosure, or if Mortgagee takes possession of the Premises pursuant to any provisions of the Loan Documents, then: (i) Mortgagee and Tenant shall be directly bound to each other under all the terms, covenants and conditions of the Lease for the balance of the term thereof and for any extensions or renewals thereof which may be exercised by Tenant, with the same force and effect as if Mortgagee were the Landlord under the Lease; and (ii) Tenant does hereby attorn to Mortgagee as its landlord, said attornment to be effective and self-operative (without the execution of any further instruments), immediately upon Mortgagee succeeding to the interests of the Landlord under the Lease; provided, however, regarding items (i) and (ii) above, that Tenant shall have received written notice from Mortgagee that it has succeeded to the interests of the Landlord under the Lease. The respective rights and obligations of Tenant and Mortgagee upon such attornment, to the extent of the then-remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth from and after Mortgagee's succession to the interests of the Landlord under the Lease, and Tenant shall have the same remedies against Mortgagee for the breach of any agreement contained in the Lease that Tenant might have under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord; provided, however, that Mortgagee shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord), except to the extent such act or omission continues during the period of possession by Mortgagee or during a period during which Mortgagee is receiving rent from Tenant pursuant to Paragraph 5 hereof; or

(b) subject to any defenses which Tenant might have against any prior landlord (including Landlord) prior to the date that Mortgagee first takes possession of the premises; or

(c) bound by any fixed rent which Tenant might have paid for more than the current month; or

(d) bound by any security deposit which Tenant may have paid to any prior landlord (including Landlord), unless such deposit is in an escrow or other fund available to Mortgagee; or

(e) bound by any amendment or modification or waiver of any provision of the Lease made without the consent of Mortgagee, which would reduce the lease term, rents payable, or square footage. Said consent shall be deemed given if a response by Mortgagee is not received within thirty (30) days of Landlord's request.

5. Tenant shall not be under any obligation to pay rent to Mortgagee until the Tenant shall have received written notice from Mortgagee that Mortgagee has succeeded to the interests of Landlord under the Lease or that Mortgagee has exercised its rights under the Loan Documents, and directing such payments be made to Mortgagee. Landlord by its execution of this Agreement hereby consents to such direct payments made by Tenant to Mortgagee and hereby releases and discharges Tenant of, and from all liability to Landlord on account of any such payments. Upon receipt of such notice, Tenant shall make future payments due under the Lease to Mortgagee until notified otherwise in writing in accordance with the terms of the Lease and Tenant shall not be liable to Landlord to account for such payments.

6. (a) Tenant shall notify Mortgagee in writing at the address set forth herein of the occurrence of any default or event of default by Landlord under the Lease which would give Tenant the right to cancel or terminate the Lease; and Tenant will grant to Mortgagee up to 45 days or a reasonable time (not to exceed 45 days) in which to cure Landlord's default (which time shall be at least the period of time granted to the Landlord by the Lease), provided, however, that Mortgagee shall give Tenant written notice of Mortgagee's intent to cure Landlord's default within ten (10) business days of receipt of Tenant's notice of Landlord's default. Tenant agrees that it will not terminate or cancel the Lease on account of such default until such notice to Mortgagee has been given, and Mortgagee has had the opportunity to cure any such default. Should Mortgagee fail to so notify Tenant of Mortgagee's intent to cure Landlord's default within said ten (10) business days, then Tenant shall have all available rights and remedies (including the right to cure Landlord's default) under the Lease, at law and/or in equity. It is expressly understood and agreed that the above shall not be deemed to create any obligation of Mortgagee to cure any such default or defaults.

(b) Mortgagee shall use its best efforts to copy Tenant on any notice of Landlord's default under the Loan Documents at the same time that Mortgagee shall serve a Notice Of Default on Mortgagor.

7. This Agreement may not be modified or amended, except by a writing by all parties hereto. Upon satisfaction of the Mortgage, this Agreement shall become null and void and be of no further effect.

8. Whenever in this Agreement it is provided that notice be given to or served upon any of the parties, each such notice or demand shall be in writing, and any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given or served as follows: If given or served by the Mortgagee, by mailing the same to the Tenant and Landlord by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, at the addresses listed on Page 1 of this Agreement, or at such other addresses as

the Tenant and Landlord may from time to time designate by notice given to the Mortgagee; and if given or served by the Tenant, by mailing the same to the Mortgagee and Landlord by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, addressed to the Mortgagee and Landlord at the addresses listed on Page 1 of this Agreement, or at such other addresses as the Mortgagee and Landlord may from time to time designate by written notice given to Tenant; and if given or served by Landlord, by mailing the same to Tenant and Mortgagee by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, addressed to the Tenant and Mortgagee at the addresses listed on Page 1 of this Agreement, or such other addresses as the Tenant and Mortgagee may from time to time designate by written notice given to Landlord.

9. Tenant hereby waives any priority it may have over Mortgagee, except as provided in the lease, with respect to any share of any condemnation award for a taking of all or part of the Premises, except any award for Tenant's loss of trade fixtures or improvements or installations made by Tenant; and agrees that all of any such award, except as above provided, shall be first payable to Mortgagee.

10. Anything herein or in the Lease to the contrary notwithstanding, in the event that Mortgagee shall acquire title to the Premises, or shall otherwise become liable for any obligations of Landlord under the Lease, Mortgagee shall have no obligations, nor incur any liability, beyond Mortgagee's then interest, if any, in the Premises and the Lease, and Tenant shall look exclusively to such interest of Mortgagee, if any, in the Premises and the Lease, for the payment and discharge of any obligations imposed upon Mortgagee hereunder or under the Lease. Tenant agrees that with respect to any money judgment which may be obtained or secured by Tenant against Mortgagee, Tenant shall look solely to the estate or interest owned by Mortgagee in the Premises, and Tenant will not collect or attempt to collect any such judgment out of any other assets of Mortgagee.

11. Notwithstanding anything herein to the contrary, Tenant shall not be deemed to be in default under any of the terms or conditions of this Agreement until Tenant has received a fully executed original copy of this Agreement.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns. In addition, this Agreement shall be binding upon any successor to Mortgagee's interest as Landlord of the Lease.

(signatures on next page)

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

WITNESS:

Name: _____

Name: _____

Name: _____

Name: _____

TENANT:

BY: _____

Roxanne E. Sicard
Assistant Secretary

MORTGAGEE:

BY: _____

Name: _____

Title: _____

LANDLORD:

BY: _____

Name: _____

Title: _____

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

On this ____ day of _____, 200_, before me personally appeared Roxanne E. Sicard who, being by me duly sworn, did depose and say that she resides at Cranston, Rhode Island; that she is Assistant Secretary of _____, the corporation described in and which executed the above instrument and that she executed this instrument on behalf of said corporation and that she had authority to do so.

Notary Public
Name:
My Commission Expires:

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 200_, before me personally appeared _____, who, being by me duly sworn, did depose and say that he/she resides at _____; that he/she is _____ of _____, the corporation described in and which executed the above instrument and that he/she executed this instrument on behalf of said corporation and that he/she had authority to do so.

NOTARY PUBLIC

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 200_, before me personally appeared _____, who, being by me duly sworn, did depose and say that he/she resides at _____; that he/she is _____ of _____, the corporation described in and which executed the above instrument and that he/she executed this instrument on behalf of said corporation and that he/she had authority to do so.

NOTARY PUBLIC

EXHIBIT A

EXHIBIT E-1

NOTICE OF TRANSFER OF FEE INTEREST

[DATE OF NOTICE]

VIA CERTIFIED MAIL

[NAME OF THE CURRENT CVS TENANT]

c/o CVS Caremark Corporation

One CVS Drive

Woonsocket, RI 02895

Attn: Manager, Lease Administration

Store No. []

Re: Lease by and between **[NAME OF THE ORIGINAL LANDLORD NAMED IN THE LEASE]** and **[NAME OF THE ORIGINAL CVS TENANT NAMED IN THE LEASE]** dated as of **[MONTH, DATE OF LEASE]**, 20[] (the "Lease"), covering certain real property situated at **[STREET ADDRESS]**, **[CITY]**, **[STATE]** (the "Leased Property")

To **[NAME OF THE CURRENT CVS TENANT]** (the "CVS Tenant"):

You are hereby advised that the **[individual][legal entity]** that is currently the Landlord of the above-referenced Leased Property (the "Current Landlord") has transferred all **[his][her][its]** right, title and interest in and to the Leased Property effective **[MONTH, DATE OF TRANSFER]**, 20[].

Please note the following relevant information regarding the above-referenced transfer:

1. Full legal name of the new **[owner]** of the Leased Property (the "New Landlord"): **[LEGAL NAME OF NEW LANDLORD]**
2. Pursuant to Article 22 of the Lease, please be advised that all future notices, demands, requests, consents, approvals, offers, statements and other instruments or communications directed to New Landlord under the Lease should be sent to the following address:

[LEGAL NAME OF NEW LANDLORD]

[c/o [NAME OF ADDRESSEE]

[STREET ADDRESS]

[CITY], [STATE] [ZIP CODE+4]

Attention: **[NAME OF CONTACT INDIVIDUAL]**

Telephone No.: **[CONTACT INDIVIDUAL'S TEL. NO.]**

Facsimile No.: **[CONTACT INDIVIDUAL'S FAX NO.]**

If you have any questions regarding the contents of this letter, please do not hesitate to contact **[NAME OF CONTACT INDIVIDUAL]** at the address or telephone number specified above.

EXHIBIT E-2

NOTICE OF TRANSFER OF EQUITY INTERESTS IN LANDLORD

[DATE OF NOTICE]

VIA CERTIFIED MAIL

[NAME OF THE CURRENT CVS TENANT]

c/o CVS Caremark Corporation

One CVS Drive

Woonsocket, RI 02895

Attn: Manager, Lease Administration

Store No. []

Re: Lease by and between **[NAME OF THE ORIGINAL LANDLORD NAMED IN THE LEASE]** and **[NAME OF THE ORIGINAL CVS TENANT NAMED IN THE LEASE]** dated as of **[MONTH, DATE OF LEASE]**, 20[] (the "Lease"), covering certain real property situated at **[STREET ADDRESS]**, **[CITY]**, **[STATE]** (the "Leased Property")

To **[NAME OF THE CURRENT CVS TENANT]** (the "CVS Tenant"):

You are hereby advised that the direct or indirect owner of the equity interests (the "Current Equity Owner") in the legal entity that is currently the Landlord of the above-referenced Leased Property (the "Property Owner") has assigned all such equity interests in and to the Property Owner to **[LEGAL NAME OF ASSIGNEE]** (the "Assignee") effective **[MONTH, DATE OF ASSIGNMENT]**, 20[].

Please note the following relevant information regarding the above-referenced transfer:

1. Full legal name of the Property Owner: **[LEGAL NAME OF PROPERTY OWNER]**
2. Full legal name of the Current Equity Owner: **[LEGAL NAME OF CURRENT EQUITY OWNER]**
3. Full legal name of the Assignee of the equity interests: **[LEGAL NAME OF ASSIGNEE]**
4. Pursuant to Article 22 of the Lease, please be advised that all future notices, demands, requests, consents, approvals, offers, statements and other instruments or communications directed to Landlord under the Lease should be sent to the following address:

[LEGAL NAME OF PROPERTY OWNER]
[c/o [NAME OF ADDRESSEE]
[STREET ADDRESS]
[CITY], [STATE] [ZIP CODE+4]
Attention: **[NAME OF CONTACT INDIVIDUAL]**
Telephone No.: **[CONTACT INDIVIDUAL'S TEL. NO.]**
Facsimile No.: **[CONTACT INDIVIDUAL'S FAX NO.]**

If you have any questions regarding the contents of this letter, please do not hesitate to contact **[NAME OF CONTACT INDIVIDUAL]** at the address or telephone number specified above.

IN WITNESS WHEREOF, the undersigned have executed this Notice of Transfer as of the date first written above.

[LEGAL NAME OF CURRENT EQUITY OWNER]

By: _____
Its: _____

[LEGAL NAME OF PROPERTY OWNER]

By: _____
Its: _____

[LEGAL NAME OF ASSIGNEE]

By: _____
Its: _____

EXHIBIT "F"

1. By-Laws of Stone Oak Property Association, Inc., Volume 3534, Page 1184 of the Real Property Records of Bexar County;
2. First Amendment to Bylaws of Stone Oak Property Owners Association, Inc., Volume 5895, Page 743 of the Real Property Records of Bexar County;
3. Rules for Installation of Satellite Dishes and Antennas, Volume 8554, Page 211 of the Real Property Records of Bexar County;
4. Second Amended and Restated Master Plan of Stone Oak, Volume 11591, Page 374 of the Real Property Records of Bexar County;
5. First Amendment to the Second Amended and Restated Stone Oak Master Plan; Volume 11789, Page 769 of the Real Property Records of Bexar County;
6. Revised Statement of Sign Policy, Volume 11831, Page 2355 of the Real Property Records of Bexar County;
7. Affidavit In Compliance with Section 202.006 of the Texas Property Code; Volume 12121, Page 1707 of the Real Property Records of Bexar County; and
8. First Amendment of the Revised Statement of Sign Policy; Volume 12307, Page 1993 of the Real Property Records of Bexar County.

Project Update/Timeline Exhibit

CVS Store #: _____

Location: _____

Project Update Comments

Timeline	Projected Date	Actual Date
<i>Zoning Approval (if req'd)</i>		
Zoning Submittal Date		
ZBA Hearing		
Final Approval		
	Projected Date	Actual Date
<i>Site Plan Approval</i>		
Site Plan Submittal Date		
Plan Commission Hearing		
City Council Hearing		
Final Approval		
	Start	Finish
<i>Architectural Plans</i>		
<i>Civil Plans</i>		
	Submit	Receive
<i>Permits</i>		
LDP		
Grading		
Demo		
Building		
Other/Site Specific		
	Start	Completion
<i>Construction</i>		
<i>LL Turnover</i>		

PROJECT BENCHMARK SCHEDULE

T-Minus SCHEDULE

CVS/Caremark Completion Milestones

The standard for CVS/Caremark construction is to achieve Substantial Completion by Turnover (T). However, for scheduling purposes, the General Contractor is advised of the following internal construction/installation events that must occur prior to Turnover. In order for these activities to occur, the General Contractor is expected to have completed the concurrently listed Completion Milestones. (The dates listed below are noted as T-x where x indicates the number of weeks prior to Turnover.)

(All events and completion milestones are assumed to occur at the beginning of the week.) This list of scheduled events is the minimum expected completion level; it is not to be considered a comprehensive listing and is subject to modification by the CPM - CVS Realty Co. The contractor(s) is expected to review these milestones in the weekly job progress meetings and to immediately notify the CVS PM if there is any reason that these milestones cannot be achieved. This schedule is based on a prototypical event. If the project building schedule is more/less than the T-18 (Building Start) the contractor must adjust those items affected such that in no event will adjustments be allowed that impact T-6 to Turnover and Grand Opening. Those items from T-6 to Turnover are expected completion requirements as a minimum.

During the week(s) prior to Week T-6, the CVS CPM will schedule a conference call for a mandatory coordination meeting with Telecommunications Provider, the Fixture/Display Contractor, the CVS/Caremark PM, and representatives of CVS Store Set-up and the CVS/Caremark IS Department. The Electrical Subcontractor's Foreman and/or GC PM will also be in attendance. The District Manager & Store Manager will be invited to attend.

T-? = Site Work & Building Pad Prep. (Project Start)

NOTE TO DEVELOPER- an NOI must be posted by the developer where CVS is not a stand alone parcel or the CVS project is within a master development greater than 5 acres and under any type of state or federal SWPPP act. A copy of such NOI is to be sent to the CVS PM.

T-18 = Building Pad Complete -Begin Building Construction.

NOTE TO DEVELOPER - All building pads should be certified by a CVS approved geotechnical engineering company when constructed by others and not observed or overseen by CVS Developer, GC or geotech firm and constructed to CVS soil reports or tested by a CVS geotechnical consultant.

T-17 = Foundations - Rough Electric, Rough Plumbing Start.

T-15 = Start Slab - Coordinate with all NAI vendors, confirm delivery dates and send CVS PM commitment schedule confirmed with all NAI vendors.

T-14 = Start Forming Walls

T-12 = All Walls Erected.

T-10 = Steel & Deck Complete - Get Current Fixture Plan from Store Set-up.

T-9 = Roof On - Electrical, Mechanical, Plumbing & Fire Sprinklers Started. Fire and Burglar alarm conduit started by Electrical Contractor.

T-8 = All Lift Equipment is Installed – Electrician has completed all electrical rough in and has begun to install switchgear and pull homeruns

T-7 = Start Painting Ceilings & Sales Floor - Get Final In-Rack Fire Plan From Consultant. Install Phone and Data Conduit for Granite/ CVS Telcom Dept.

T-6 = Fire and Burglar alarm conduit, components and control panel power completed by Electrical Contractor.
Phone/Data Contractor begins overhead and office package installation. Mandatory Phone/Data Conference call meeting.

T-5 = Seal Floors, Sales Floor Lighting Operational, Permanent Power Complete.
Compactor Arrives and installed/operational.
Fire and Burglar alarm systems completed.
Painting Complete for Sales Floor Area and Mezzanine. Managers Office Must Be Lockable For Data/Phone Equipment.

Site Paving Must Be Complete and Receiving Area Operational and Secure

T-4 = **NAI Contractors Arrive & Installs Millwork, Sets Check-out Area, Sets Photo Lab, Sets RX Pharmacy.**

Walk in Coolers & Reach in units Arrive.

Building Secured By End of Week and Permanent Power Connected.

T-3 = Compactor Operational by End of the Week.

Floors must be **SPOTLESS** by end of this week.

Phone Trunk Lines Installed by Local Phone Company, All Life Safety Complete.

Final Security and Fire Alarm Installation starts

Fire Extinguishers Installed.

T-2 = Temporary Certificate of Occupancy needed by End of Week!

Power to Cash Registers, Photo Lab, and Rx Pharmacy Operational by End of Week

Parking Lot Complete

Pneumatic Tube begins

Security Screens in RX area installed and fully functional

Fire Alarm Complete

Office Package and Restrooms Finished and Operational.

T-1 = **ENTIRE STORE FULLY OPERATIONAL** - Walk-in Freezer Completed and working, Reach-in coolers fully operational, Receiving, Front End Complete & Clean, HVAC in Office Package Operational.

HVAC startup of all mechanical equipment complete per manufacturers' recommendations

Energy Management wiring complete

ALL Power-up, RX is fully functional with Drive through Pneumatics install, and tested by GC as to fully operational.

Pre-Punch Walk with CVS PM

Health Inspection Completed by end of week by local municipality

Security contractor's work complete - Fire Alarms and Security Complete (No Exceptions).

CVS/Caremark

Section 00790

Specification Construction

GENERAL CONDITIONS: BENCHMARK SCHEDULE

Project # - City, State and Document Date

Turnover - CVS POSSESSION - SUBSTANTIAL COMPLETION/TURNOVER/STORE

T+1 - MID

Vendors Come In To Set Sales Floor Fixtures and Displays.

ALL Site Work & Building Finished, Display & Rack Electrical Completed by end of week

T+2 - MSD

MERCHANDISE ARRIVAL by end of week!

.Merchandising Starts.

EMS STARTUP –1ST VISIT - EMS/HVAC/LIGHTING ALL OPERATIONAL –Coordinate with CVS/Caremark Controls for completion and fully functioning checklist.

Phase 2 - IT & Phones Begins coordinate with Granite and CVS IS team.

Final Punch - Coordinate with CVS PM, CVS Maintenance & CVS Store Manager for Grand Opening Punchwalk.

T-3 = GRAND OPENING on Sunday of that week!

DO NOT TURN THE FOLLOWING DELIVERIES AWAY! (Call CVS/Caremark PM with Questions)

1. Check stands
2. Compactor
3. Light Displays (Test Rite, Boston)
4. Phone/Data Equipment
5. Tube Equipment
6. Energy Management System

Section 00790

Note: General Contractor is responsible for the protection of all fixtures and displays from all damages once delivered to project and sign for by GC and any paint overspray once installed.