

F

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS CLIQUOR LICENSE APPLICATION FOR NEBRASKA CVS PHARMACY LLC DBA CVS/PHARMACY 2741, LA VISTA, NEBRASKA.

WHEREAS, Nebraska CVA Pharmacy LLC dba CVS/Pharmacy 2741, 6901 S 84th Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License, and

WHEREAS, the Nebraska Liquor Control Commission has notified the City of said application, and

WHEREAS, the City has adopted local licensing standards to be considered in making recommendations to the Nebraska Liquor Control Commission, and

WHEREAS, said licensing standards have been considered by the City Council in making its decision.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class C Liquor License application submitted by Nebraska CVA Pharmacy LLC dba CVS/Pharmacy 2741, 6901 S 84th Street, La Vista, Sarpy County, Nebraska.

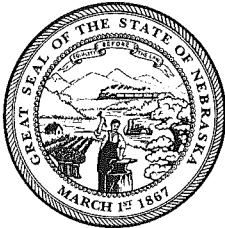
PASSED AND APPROVED THIS 17TH DAY OF JULY, 2012.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



Dave Heineman
Governor

June 27, 2012

City Clerk of La Vista
8116 Park View Boulevard
La Vista, NE 68128

RE: CVS/Pharmacy 2741

Dear Local Governing Body:

Attached is the form to be used on all retail liquor license applications. Local clerks must collect proper license fees and occupation tax per ordinance, if any, before delivering the license at time of issuance.

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

- 1) Publicize one time not less than 7 days not more than 14 days prior to date of hearing.
- 2) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (§53-134). You may choose **NOT** to make a recommendation of approval or denial to our Commission.

PER §53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

- 1) There is a recommendation of denial from the local governing body,
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

PLEASE NOTE A LICENSEE MUST BE "PROPERLY" LICENSED IN ORDER TO PURCHASE FROM WHOLESALERS, AND A LICENSE IS EFFECTIVE:

- 1) Upon payment of the license fees;
- 2) Physical possession of the license;
- 3) Effective date on the license.

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION
Jackie B. Matulka
Licensing Division

Enclosures

Janice M. Wiebusch
Commissioner

Robert Batt
Chairman

William F. Austin
Commissioner

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

July 27, 2012 JBM

Date Mailed from Commission Office: June 27, 2012

I, _____ Clerk of _____
(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Section 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

Nebraska CVS Pharmacy LLC DBA CVS/Pharmacy 2741

6901 S 84 Street, La Vista, NE 68128 (Sarpy County)

NEW APPLICATION for Class C 99257

45 days – August 13, 2012

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing.

Check one: Yes _____ No _____

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more than 45 days after receipt of notice from the Nebraska Liquor Control Commission.

Check one: Yes _____ No _____

3. Date of hearing of Governing Body: _____

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

5. Motion was made by: _____ Seconded by: _____

6. Roll Call Vote: _____

7. **Check one:** Motion Passed: _____ Motion Failed: _____

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

(Attached additional page(s) if necessary)

SIGN HERE _____ **DATE** _____
(Clerks Signature)

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov

QA
New

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JUN 15 2012

NEBRASKA LIQUOR

Applicant Name Nebraska CVS Pharmacy, L.L.C **CONTROL COMMISSION**

Trade Name CVS/Pharmacy #2741

Previous Trade Name dm

E-Mail Address: bridget.stuhr@kutakrock.com

1-

99257

Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the state.

REQUIRED ATTACHMENTS

Each item must be checked and included with application or marked N/A (not applicable)

1. Fingerprint cards for each person (two cards per person) must be enclosed with a check payable to the Nebraska State Patrol for processing in the amount of \$38.00 per person. All areas must be completed on cards as per brochure. To prevent the delay in issuing your license, we strongly suggest you go to any Nebraska State Patrol office or law enforcement agency listed in the enclosed fingerprint brochure. *Already on file.*

2. Enclose application fee of \$400, check made payable to the Nebraska Liquor Control Commission.

3) Enclose the appropriate application forms;

Individual License (requires insert form 1)

Partnership License (requires insert form 2)

Corporate License (requires insert form 3a & 3c)

* Limited Liability Company (LLC) (requires form 3b & 3c)

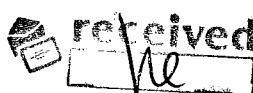
4. If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company making application. Lease term must run through the license year being applied for.

5. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.

6. If buying the business of a current liquor license holder:

a) Provide a copy of the purchase agreement from the seller (must

OK #8612653
\$400 - mon



1200010087

- b) Provide a copy of alcohol inventory being purchased (must include brand names and container size)
- c) Enclose a list of the assets being purchased (furniture, fixtures and equipment)

N/A 7. If planning to operate on current liquor license; enclose Temporary Operating Permit (T.O.P.)(form 125).

N/A 8. Enclose a list of any inventory or property owned by other parties that are on the premise.

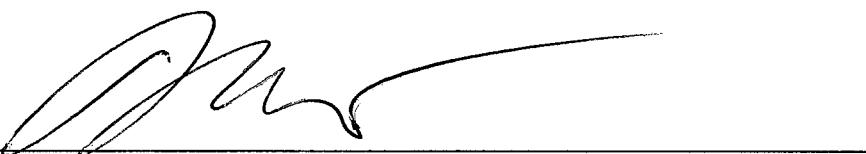
X 9. For citizenship, residency and voter registration requirements see enclosed brochure.

XX 10. Corporation or Limited Liability Company must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office. This document must show barcode.

X 11. Submit a copy of your business plan.

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

Signature

A handwritten signature in black ink, appearing to read "John Doe".

6/5/2012
Date

APPLICATION FOR LIQUOR LICENSE RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov/

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NEBRASKA LIQUOR
CONTROL COMMISSION

CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES CHECK DESIRED CLASS

RETAIL LICENSE(S)

Application Fee \$400 (non refundable)

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE ** Restricted Class C is preferred.*
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- ID BEER, WINE, DISTILLED SPIRITS ON AND OFF SALE

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31

All other licenses run from May 1 – April 30

Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert form 1)
- Partnership License (requires insert form 2)
- Corporate License (requires insert form 3a & 3c)
- Limited Liability Company (LLC) (requires form 3b & 3c)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Commission will call this person with any questions we may have on this application

Name David (Buck) L. Heim, Esq/Bridget M. Stuhr. Legal Assistant Phone number: 402-346-6000

Firm Name Kutak Rock LLP

PREMISE INFORMATION**RECEIVED**Trade Name (doing business as) CVS/Pharmacy #2741Street Address #1 6901 South 84th Street

JUN 15 2012

Street Address #2 _____

City La Vista

County _____

Sarpy

**NEBRASKA LIQUOR
CONTROL COMMISSION**Zip Code 68128Premise Telephone number pending

Is this location inside the city/village corporate limits:

YES

NO

Mailing address (where you want to receive mail from the Commission)

Name CVS PharmacyStreet Address #1 One CVS DriveStreet Address #2 Licensing Department MD 23062ACity Woonsocket

State _____

Rhode Island

Zip Code 02895**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED****READ CAREFULLY**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and **number of floors** of the building.

**For on-premise consumption liquor licenses minimum standards must be met by providing at least two restrooms

Length 142' feetWidth 95' feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

Please see attached.

APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Please see attached				

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NEBRASKA LIQUOR
CONTROL COMMISSION

2. Are you buying the business of a current retail liquor license?

YES NO

If yes, give name of business and liquor license number _____

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

3. Was this premise licensed as liquor licensed business within the last two (2) years?

YES NO

If yes, give name and license number _____

4. Are you filing a temporary operating permit to operate during the application process?

YES NO

If yes:

- a) Attach temporary operating permit (T.O.P.) (form 125)
- b) T.O.P. will only be accepted at a location that currently holds a valid liquor license.

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

YES NO

If yes, list the lender(s) _____

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

YES NO

If yes, explain. (All involved persons must be disclosed on application)

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

No silent partners

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

YES NO

If yes, list such item(s) and the owner. _____

8. Is premise to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

9. Is anyone listed on this application a law enforcement officer?

YES NO

If yes, list the person, the law enforcement agency involved and the person's exact duties

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

LaSalle - Carol DeNale, Judith Perron, Peter Nash Bank of America - Carol DeNale

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

Please see attached.

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- a) Individual, applicant only (no spouse)
- b) Partnership, all partners (no spouses)
- c) Corporation, manager only (no spouse) as listed on form 3c
- d) Limited Liability Company, manager only (no spouse) as listed on form 3c

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Applicant Name	Date Trained (mm/yyyy)	Name of program where trained (name, city)
Dale ZurKammer	11/2010	Responsible Beverage Service Training (online course)

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

Lease: expiration date January 31, 2038 (January 31, 2088 with extensions)
 Deed
 Purchase Agreement

14. When do you intend to open for business?

September 16, 2012 August 18, 2012

15. What will be the main nature of business?

Pharmacy

16. What are the anticipated hours of operation?

24-hours, 7 days per week

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
Thomas Moffatt: Kingston, RI	1998	present	Alexandra Moffatt: Kingston, RI	1998	present

If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). If partnership or LLC (Limited Liability Company), all partners, members and spouses must sign. If corporation all officers, directors, stockholders (holding over 25% of stock) and spouses. Full (birth) names only, no initials.



Signature of Applicant

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JUN 15 2012

Signature of Spouse

NEBRASKA LIQUOR
CONTROL COMMISSION

Signature of Applicant

Signature of Spouse

Rhode Island
State of ~~Nebraska~~
County of Providence

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this

June 5th 2012

by Thomas S Moffatt

name of person acknowledged

Therese M. Fluette
Notary Public signature

Affix Seal

Therese M. Fluette
Notary Public
State of Rhode Island
My Commission Expires 09/02/2013

In compliance with the ADA, this application is available in other formats for persons with disabilities.
A ten day advance period is required in writing to produce the alternate format.

MANAGER APPLICATION
INSERT - FORM 3c

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov

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JUN 15 2012

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Corporate manager, including their spouse, are required to adhere to the following requirements

- 1) Must be a citizen of the United States
- 2) Must be a Nebraska resident (Chapter 2 – 006) and must provide proof of voter registration in the State of Nebraska
- 3) Must provide a copy of one of the following: state issued US birth certificate, naturalization paper or US passport
- 4) Must submit fingerprints (unless a non-participating spouse) (2 cards per person) and fees of \$38 per person, made payable to Nebraska State Patrol
- 5) Must be 21 years of age or older
- 6) May be required to take a training course

BL *Voter reg*

Corporation/LLC information

Name of Corporation/LLC: Nebraska CVS Pharmacy, L.L.C.

Premise information

Premise License Number: _____
(if new application leave blank)

Premise Trade Name/DBA: CVS/Pharmacy #2741

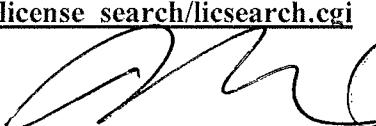
Premise Street Address: 6901 South 84th Street

City: LaVista State: NE Zip Code: 68128

Premise Phone Number: pending

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals.

http://www.lcc.ne.gov/license_search/licsearch.cgi


CORPORATE OFFICER/MANAGING MEMBER SIGNATURE
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Gender: MALE FEMALE

Last Name: ZurKammer First Name: Dale MI: W

Home Address (include PO Box if applicable): 18601 Chandler Street

City: Omaha County: Sarpy Zip Code: 68136

Home Phone Number: 816-807-9350 Business Phone Number: 816-807-9350

Social Security Number: _____ Drivers License Number & State: _____

Date Of Birth: 2/7/1964 Place Of Birth: Lincoln, Illinois

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES

NO

Spousal

Spouse's information

Spouses Last Name: ZurKammer First Name: Beverly MI: K

Social Security Number: _____ Drivers License Number & State: _____

Date Of Birth: 6/5/1960 Place Of Birth: Oxford, Mississippi

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

APPLICANT

SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Greenwood, MO	2002	2010	Greenwood, MO	2002	2010
La Vista, NE	2010	2011	La Vista, NE	2010	2011
Omaha, NE	2011	present	Omaha, NE	2011	present

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1987	2006	Osco Drug	Richard Hayes	913-383-3650
2006	present	CVS Pharmacy	Mike Cirrito	913-383-3650

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.** Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law, city or county law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year of conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

YES NO

If yes, please explain below or attach a separate page.

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state? YES NO

IF YES, list the name of the premise.

Please see attached

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business? YES NO

4. Have you enclosed the required fingerprint cards and **PROPER FEES** with this application?
(Check or money order made payable to the **Nebraska State Patrol** for **\$38.00 per person**)

YES NO Already on file.

5. List any alcohol related training and/or experience (when and where).

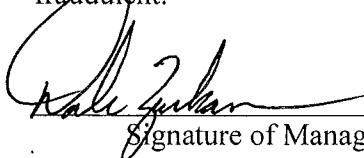
Responsible Beverage Service Training (online course), taken in November, 2010

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.



Signature of Manager Applicant



Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of Douglas

13th day of June, 2012

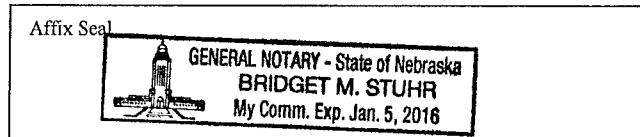
date

The foregoing instrument was acknowledged before me this

by Dale and Beverly ZurKammer
name of person acknowledged



Notary Public signature



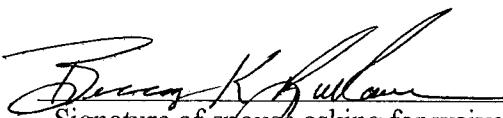
In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov

Office Use

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have not have any interest, directly or indirectly in the operation or profit of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required; however, I am obligated to sign and disclose any information on all applications needed to process this application.



Signature of spouse asking for waiver
(Spouse of individual listed below)

State of Nebraska

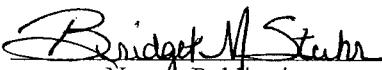
County of Douglas

13th day of June, 2012 date

by

Beverly K. ZurKammer

Printed name of spouse asking for waiver

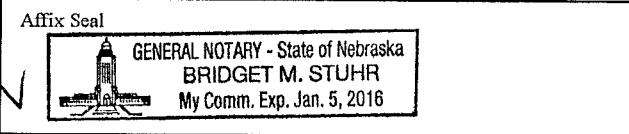


Notary Public signature

The foregoing instrument was acknowledged before me this

Beverly K. ZurKammer

name of person acknowledged




I acknowledge that I am the spouse of the above listed individual. I understand that my spouse and I are responsible for compliance with the conditions set out above. If it is determined that the above individual has violated (§53-125(13)) the Commission may cancel or revoke the liquor license.



Signature of individual involved with application
(Spouse of individual listed above)

Dale W. ZurKammer

Printed name of applying individual

State of Nebraska

County of Douglas

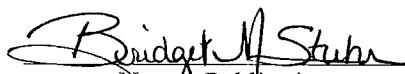
13th day of June, 2012 date

by

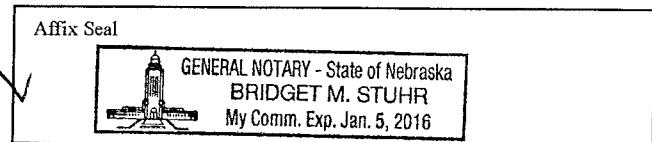
The foregoing instrument was acknowledged before me this

Dale W. ZurKammer

name of person acknowledged



Notary Public signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.



Search Your Voter
Registration
Information



Search Your Polling
Place



Search Your
Provisional Ballot



Search Your
Absentee Ballot

Registrant Detail

Name	Dale Zurkammer
Party	Nonpartisan
Polling Place	Gretchen Reeder Elementary School 51 19202 Chandler St. Gretna, NE 68028

Districts

District Name	District Type
Millard Public Schools	School District
Metro Com College Dist 1	Community College District
U.S. Congressional District 2	U.S. Congressional District
Appeals Court Judge Dist 3	Judge of Appeals Court Dist.
County Judge Dist 2	Judge of County Court Dist.
District Judge, Dist 2	Judge of District Court Dist.
Juv Crt Judge, Sarpy Co.	Judge of Juvenile Court
Supreme Court Judge Dist 3	Judge of Supreme Court Dist.
Legislative District 49	Legislative District
Papio NRD SubD 9	Natural Resources District
Omaha PPD SubD South	Public Power District
PSC District 3	Public Service Comm District
Board of Regents District 2	Board of Regents
ESU 3 District 5	ESU District
County Commissioner District 5	County Board (Commiss./Superv)
Metropolitan Utilities Distric	Utilities District
State Board of Education Dist2	State Board of Education
Learning Community 1 - Dist 4	Learning Community Coordinating Council

[Información en español](#)

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VoterView 2.2.961.1

CERTIFICATION OF BIRTH RECORD

U.S. BUREAU OF STATISTICS - ILLINOIS DEPARTMENT OF PUBLIC HEALTH

CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, V.1. DISTRICT 14, 0.

I hereby certify that this record of birth is a photocopy of the original Birth Certificate, as filed with this office under provisions of the Illinois Statutes relating to the registration of births, and transmitted by this office to the ILLINOIS DEPARTMENT OF PUBLIC HEALTH, Division of Vital Statistics, Springfield, Illinois.

Margaret J. D.
Margaret J. D.

Issue Date: 03/12/2010
This is to certify that this is a true and correct copy from the official birth record filed with the Illinois Department of Public Health.

with the Illinois Department of
Sally J. Litterly
Sally J. Litterly

Sally J. Litterly
Logan County Clerk and Recorder



Store	Entity Name	Address	City	State	Zip	County	FID	License No	Manager
04929	Nebraska CVS Pharmacy, L.L.C.	10770 Fort Street	Omaha	NE	68134-	Douglas	20-4281305	86875	Dale Zurkammer
05863	Nebraska CVS Pharmacy, L.L.C.	14460 West Maple Road	Omaha	NE	68116-	Douglas	20-4281305	86876	Dale Zurkammer
02931	Nebraska CVS Pharmacy, L.L.C.	14303 U Street	Omaha	NE	68137-	Douglas	20-4281305	86923	Dale Zurkammer
03085	Nebraska CVS Pharmacy, L.L.C.	1701 Galvin Road S.	Bellevue	NE	68005-	Sarpy	20-4281305	86924	Dale Zurkammer
05714	Nebraska CVS Pharmacy, L.L.C.	4840 Dodge St	Omaha	NE	68132	Douglas	20-4281305	95848	Dale Zurkammer
03478	Nebraska CVS Pharmacy, L.L.C.	2609 South 132nd Street	Omaha	NE	68144	Douglas	20-4281305	95849	Dale Zurkammer
06733	Nebraska CVS Pharmacy, L.L.C.	1919 North 90th Street	Omaha	NE	68114	Douglas	20-4281305	95850	Dale Zurkammer
05634	Nebraska CVS Pharmacy, L.L.C.	8315 West Center Road	Omaha	NE	68124	Douglas	20-4281305	pending	Dale Zurkammer

#2
manag

**APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov

Office Use

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

SOS Rec'd 100-012-18

All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints (2 cards per person)
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

✓ Attach copy of Articles of Organization (Articles must show barcode receipt by Secretary of States office)

✓ Name of Registered Agent: **C T Corporation System**

✓ Name of Limited Liability Company that will hold license as listed on the Articles of Organization

✓ **Nebraska CVS Pharmacy, L.L.C.**

LLC Address: **One CVS Drive**

City: **Woonsocket** State: **RI** Zip Code: **02895**

LLC Phone Number: **401-765-1500** LLC Fax Number: **401-767-7887**

✓ Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: **Moffatt** First Name: **Thomas** MI: **S**

Home Address: **29 Homestead Circle** City: **Kingston**

State: **RI** Zip Code: **02881** Home Phone Number: **401-765-1500**

TM

Signature of Managing/Contact Member

State of **Rhode Island**
County of **Providence**

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this

by **Thomas S Moffatt**
name of person acknowledge

Affix Seal

**Therese M. Fluette
Notary Public**

State of Rhode Island

My Commission Expires 09/02/2013

FORM 102

REV 12/2010

Page 1 of 4

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Moffatt First Name: Thomas MI: S

Social Security Number: _____ Date of Birth: 1/26/1964

Spouse Full Name (indicate N/A if single): Alexandra (McDonald-Swift) Moffatt

Spouse Social Security Number: _____ Date of Birth: 4/30/1964

Percentage of member ownership zero

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Last Name: DaNale First Name: Carol **NEBRASKA LIQUOR
CONTROL COMMISSION**

Social Security Number: _____ Date of Birth: 2/24/1964

Spouse Full Name (indicate N/A if single): N/A

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership zero

Last Name: Corrigan First Name: Terence MI: M

Social Security Number: _____ Date of Birth: 7/30/1971

Spouse Full Name (indicate N/A if single): Amy (Kirby) Corrigan

Spouse Social Security Number: _____ Date of Birth: 9/17/1971

Percentage of member ownership zero

Last Name: Luker First Name: Melanie MI: K

Social Security Number: _____ Date of Birth: 11/15/1963

Spouse Full Name (indicate N/A if single): N/A

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership zero

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Cimbron First Name: Linda MI: M

Social Security Number: _____ Date of Birth: 2/25/1955

Spouse Full Name (indicate N/A if single): Paul Cimbron

Spouse Social Security Number: _____ Date of Birth: 4/18/1954

Percentage of member ownership zero

Last Name: Clark First Name: Jeffrey MI: E

Social Security Number: _____ Date of Birth: 4/10/1970

Spouse Full Name (indicate N/A if single): Jennifer (Unterman) Clark

Spouse Social Security Number: _____ Date of Birth: 4/17/1975

Percentage of member ownership zero

Last Name: Desrochers First Name: Jason MI: D

Social Security Number: _____ Date of Birth: 4/14/1974

Spouse Full Name (indicate N/A if single): Tammy (Dunham) Desrochers

Spouse Social Security Number: _____ Date of Birth: 4/17/1975

Percentage of member ownership zero

Last Name: Zaslavskiy First Name: Marina MI: _____

Social Security Number: _____ Date of Birth: 8/5/1979

Spouse Full Name (indicate N/A if single): Yarowslaw Zaslavskiy

Spouse Social Security Number: _____ Date of Birth: 10/1/1975

Percentage of member ownership zero

Is the applying Limited Liability Company controlled by another corporation/company?

YES

NO

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If yes, provide the following:

- 1) Name of corporation CVS Pharmacy, Inc.
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State. Control of articles must be submitted with application §53-126

NEBRASKA LIQUOR
CONTROL COMMISSION

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. _____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

NE CVS Pharmacy LLC

CORPORATE OFFICERS 0% Ownership

Name: Thomas S. Moffatt
Title: President
Work Address: One CVS Drive, Woonsocket, RI 02895
Home Address: 29 Homestead Circle, Kingston, RI 02881
Phone: 401-765-1500
SSN: 123-45-6789

Name: Carol A. DeNale
Title: Senior Vice President/Treasurer
Work Address: One CVS Drive, Woonsocket, RI 02895
Home Address: 75 Poplar Street, Watertown, MA 02472
Phone: 401-765-1500
SSN: 123-45-6789

Name: Terence M. Corrigan
Title: Vice President/Assistant Treasurer
Work Address: One CVS Drive, Woonsocket, RI 02895
Home Address: 10 Pheasant Trail Road, Hudson, MA 01749
Phone: 401-765-1500
SSN: 123-45-6789

Name: Melanie K. Luker
Title: Secretary
Work Address: One CVS Drive, Woonsocket, RI 02895
Home Address: 57 Meadow View Drive, Cranston, RI 02920
Phone: 401-765-1500
SSN: 123-45-6789

Name: Linda M. Cimbron
Title: Assistant Secretary
Work Address: One CVS Drive, Woonsocket, RI 02895
Home Address: 45 Bridge Street, Warren, RI 02885
Phone: 401-765-1500
SSN: 123-45-6789

Name: Jeffrey E. Clark
Title: Assistant Treasurer
Work Address: One CVS Drive, Woonsocket, RI 02895
Home Address: 2 Joy Lane, Hingham, MA 02043
Phone: 401-765-1500
SSN: 123-45-6789

NE CVS Pharmacy LLC

Name: Jason D. Desrochers

Title: Assistant Treasurer

Work Address: One CVS Drive, Woonsocket, RI 02895

Home Address: 29 Spencer Knowles Road, Rowley, MA 01969

Phone: 401-765-1500

SSN: 017-66-4871

Name: Marina Zaslavskiy

Title: Assistant Treasurer

Work Address: One CVS Drive, Woonsocket, RI 02895

Home Address: 109 Terry Lane, Plainville, MA 02762

Phone: 401-765-1500

SSN: 017-82-5082

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

Nebraska Secretary of State

- John A. Gale

*Articles***Business Services**

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Wed Jun 27 08:44:28 2012

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NEW SEARCH[Back to Search Results](#)**Pay Services:**[Online Images of Filed Documents](#) | [Good Standing Documents](#)

Entity Name	SOS Account Number		
NEBRASKA CVS PHARMACY, L.L.C.	10081278		
Principal Office Address	Registered Agent and Office Address		
301 S 13TH STREET SUITE 500 LINCOLN, NE 68508	C T CORPORATION SYSTEM 1024 K STREET LINCOLN, NE 68508		

Nature of Business	Entity Type	Date Filed	Account Status
Not Available	Pre-2011 Domestic LLC Qualifying State: NE	Feb 16 2006	Active

Corporation Position	Name	Address
Member	CVS PHARMACY, INC.	ONE CVS DRIVE WOONSOCKET, RI 02895

Pay Services:

Click on the pay service items you wish to view. Your Nebraska Online account will be charged the indicated amount for each item you view.

- Images of Filed Documents

If an item is a link, the document may be retrieved online, otherwise you must contact the Secretary of State's office to obtain a copy of the document.

Code	Trans	Date	Price
AL	Articles Limited	Feb 16 2006	\$1.35 = 3 page(s) @ \$0.45 per page

1 B

PP	Proof of Publication	Mar 16 2006	\$0.45 = 1 page(s) @ \$0.45 per page
BR	Biennial Report	Apr 19 2007	\$0.45 = 1 page(s) @ \$0.45 per page
BR	Biennial Report	Mar 25 2009	\$0.45 = 1 page(s) @ \$0.45 per page
AO	Change of Agent or Office	Aug 10 2009	Document exceeds maximum page count. Please contact Business Services.
BR	Biennial Report	Feb 21 2011	\$0.45 = 1 page(s) @ \$0.45 per page

- Letter of Good Standing

I require a Letter of Good Standing for this Corporation. - This is an online/electronic Letter of Good Standing which is immediately available for viewing or printing and will be charged to your Nebraska.gov account. \$6.50

[View/Update Letters of Good Standing addressee information](#)

- Certificate of Good Standing

Click here to order a Certificate of Good Standing which contains the State Seal and signature of the Secretary of State. The certificates are mailed from the Secretary of State's office within 2-3 business days. \$10.00

[Click Here to view FAQ for explanation for requesting a Letter of Good Standing available online or Certificate of Good Standing available from Secretary of State's office.](#)

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For Help/Information about Images, please view the FAQ. Thank you!

If you cannot find the entity you are looking for, contact the Business Division at (402) 471-4079. For technical difficulties/assistance please call Nebraska.gov: 1-800-747-8177

2B

LLC ARTICLES OF ORGANIZATION (Continued)

Page 2

Total additional contributions agreed to be made by all members and the times at which, or events upon the happening of which such contributions shall be made:

anticipated acquisition of 4 retail pharmacy locations; additional contributions will be made at that time

Members shall or shall not have the right to admit additional members (check)

If additional members are allowed the terms and conditions of admission:

by majority consent of the member(s).

The company will be managed by managers or members (check one). List the name and address of the managers or, if the management is reserved to the members, the name and address of the members:

Name _____

Address

CVS Pharmacy, Inc.

One CVS Drive, Woonsocket RI 02895

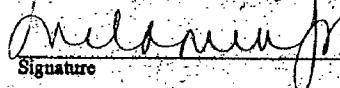
Attach additional pages if needed for additional managers or members. If the LLC has more than one class of membership please attach additional pages with the name or description of each class of membership and the names and addresses of the members in each class.

LLC ARTICLES OF ORGANIZATION (Continued)**Page 3**

Any other provisions, not inconsistent with law, which the members elect to set out in the articles of organization for the limited liability company.

n/a

Only one signature is required, additional persons may sign:



Signature

Melanic K. Luker, Organizer

Printed Name

Signature

Printed Name

Signature

Signature

Printed Name

Printed Name

Signature

Signature

Printed Name

Printed Name

Signature

Signature

Printed Name

Printed Name

FILING FEE: \$100.00 plus \$5.00 per page and \$10.00 for certificate of organization**Revised 12/20/2000**

NE035 - 04/19/01 C T System Online

Neb. Rev. Stat. 21-2606

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

ORGANIZATIONAL CHART FOR NEBRASKA CVS PHARMACY, LLC

CVS Caremark Corporation – Public Company
100% Owner of ↓
controlling corp → CVS Pharmacy, Inc.
Sole Member of ↓
applicant → Nebraska CVS Pharmacy, L.L.C.

Nebraska Secretary of State

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- John A. Gale

Business Services

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Wed Jun 27 08:46:05 2012

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NEW SEARCH[Back to Search Results](#)**Pay Services:**[Online Images of Filed Documents | Good Standing Documents](#)

Entity Name	SOS Account Number		
CVS PHARMACY, INC.	10083408		
Principal Office Address	Registered Agent and Office Address		
1 CVS DRIVE LEGAL DEPARTMENT WOONSOCKET, RI 02895	C T CORPORATION SYSTEM 1024 K STREET LINCOLN, NE 68508		
Nature of Business	Entity Type	Date Filed	Account Status
CVS/PHARMACY RETAIL PHARMACY CHAIN	Foreign Corp Qualifying State: RI	Apr 10 2006	Active

Corporation Position	Name	Address
President	MARK S COSBY	1 CVS DRIVE LEGAL DEPARTMENT WOONSOCKET, RI 02895
Treasurer	CAROL A DENALE	1 CVS DRIVE LEGAL DEPARTMENT WOONSOCKET, RI 02895
Director	CAROL A DENALE	1 CVS DRIVE LEGAL DEPARTMENT WOONSOCKET, RI 02895
Director	THOMAS S MOFFATT	1 CVS DRIVE LEGAL DEPARTMENT WOONSOCKET, RI 02895
Director	LAIRD K DANIELS	1 CVS DRIVE LEGAL DEPARTMENT WOONSOCKET, RI 02895

Corporation Position

Name

Address

ASSISTANT SECRETARY

LINDA M CIMBRON

1 CVS DRIVE
LEGAL DEPARTMENT
WOONSOCKET, RI 02895**ASSISTANT SECRETARY**

MELANIE K LUKER

1 CVS DRIVE
LEGAL DEPARTMENT
WOONSOCKET, RI 02895**ASSISTANT TREASURER**

TERENCE M CORRIGAN

1 CVS DRIVE
LEGAL DEPARTMENT
WOONSOCKET, RI 02895**VICE PRESIDENT/SECRETARY**

THOMAS S MOFFATT

1 CVS DRIVE
LEGAL DEPARTMENT
WOONSOCKET, RI 02895**Pay Services:**

Click on the pay service items you wish to view. Your Nebraska Online account will be charged the indicated amount for each item you view.

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If an item is a link, the document may be retrieved online, otherwise you must contact the Secretary of State's office to obtain a copy of the document.

Code	Trans	Date	Price
FA	Foreign Authority	Apr 10 2006	\$1.35 = 3 page(s) @ \$0.45 per page
TR	Tax Return	Apr 08 2008	\$1.35 = 3 page(s) @ \$0.45 per page
AO	Change of Agent or Office	Aug 10 2009	Document exceeds maximum page count. Please contact Business Services.
TR	Tax Return	Feb 12 2010	\$1.35 = 3 page(s) @ \$0.45 per page
TR	Tax Return	Mar 19 2012	\$1.35 = 3 page(s) @ \$0.45 per page

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Filing Fee \$50.00

State of Rhode Island and

**NEBRASKA LIQUOR
CONTROL COMMISSION**

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF

CVS, Inc.

Pursuant to the provisions of Section 7-1.1-56 of the General Laws, 1956, as amended, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is CVS, Inc.

SECOND: The shareholders of the corporation on January 28, 1997, in the manner prescribed by Chapter 7-1.1 of the General Laws, 1956, as amended, adopted the following amendment(s) to the Articles of Incorporation:

[Insert Amendment(s)]

The name of the corporation shall be changed to:

CVS Pharmacy, Inc.

controlling corp

STATE OF RHODE ISLAND

COUNTY OF Providence

} SC.

At Providence, in said county on this 7th day of February, 1991, personally appeared before me, ^{Notary Public}, ^{and} ^{accredited}, ^{and} ^{sworn}, ^{to} ^{the} ^{best} ^{of} ^{my} ^{knowledge}, ^{and} ^{believe}, ^{and} ^{judgment}, who, being by me first duly sworn, declared that he is the Vice President and Assistant Secretary of CVS, Inc.

I have signed the foregoing document as Vice President and Assistant Secretary of the corporation, and that the statements therein contained are true.

Jill M. Goddard
Notary Public

(MATERIAL SEAL)

JILL M. GODDARD
Notary Public of Rhode Island
My Commission Expires: 10-04-00

FILED

FEB 10 1991

Jill M. Goddard
Feb 17 1991

100-100-100

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Filing fee: \$100.00

ARTICLES OF MERGER OF DOMESTIC CORPORATIONS INTO

CVS DISTRIBUTION, INC.
(to be known as CVS, INC. following the merger)
Pursuant to the provisions of Chapter 7-1.1 of the General Laws, 1956, as amended.
The undersigned corporations adopt the following Articles of Merger for the purpose of
merging them into one of such corporations:

FIRST: The following Plan of Merger was approved by the shareholders of each of
the undersigned corporations in the manner prescribed by said Chapter 7-1.1:

(Insert Plan of Merger)

(SEE ATTACHED)

FILED

SFP 2-1839
By *✓ PHTG*

controlling corp

100-100-100

PLAN AND AGREEMENT OF MERGER

[This PLAN AND AGREEMENT OF MERGER entered into this 26th day of September, 1996, made pursuant to Title 7, Chapter 1.1, Section 65 of the Rhode Island General Laws of 1956, as amended and Section 368(i)(1)(A) of the Internal Revenue Code of 1986, as amended by and among CVS Distribution, Inc., a Rhode Island corporation having its principal place of business in the City of Woonsocket, County of Providence and State of Rhode Island, said corporation is hereinafter referred to as "Distribution" and CVS, Inc. and CVS Merger, Inc., both Rhode Island corporations having their principal places of business in the City of Woonsocket, in the County of Providence and State of Rhode Island, said corporations are hereinafter referred to as "Inc." and "Merger", respectively.

WITNESSETH:

WHEREAS, Distribution, Merger and Inc. deem it advisable and generally for the welfare of said corporations and their respective shareholders that they merge into a single corporation.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and in consideration of the mutual covenants herein contained, the parties do hereby agree upon and prescribe the terms and conditions of said merger and of carrying the same into effect as follows:

1. Merger and Inc. shall be and hereby are merged into Distribution pursuant to Title 7, Chapter 1.1, Section 65 of The Rhode Island General Law of 1956, as amended and Section 368(i)(1)(A) of the Internal Revenue Code of 1986, as amended.

2. Distribution (hereinafter sometimes called the "Surviving Corporation") shall continue to exist under and by virtue of, and shall be governed by, the laws of the State of Rhode Island.

3. The Surviving Corporation shall be known by the name of CVS, Inc.

4. The Surviving Corporation shall be located in the City of Woonsocket, in the County of Providence and State of Rhode Island.

5. The purposes for which the Surviving Corporation is organized are:

(a) Those purposes set forth in the Surviving Corporation's Articles of Incorporation.

Controlling CORP

1. (b) The transaction of any or all lawful business for which corporations may be incorporated under Title 7, Chapter 1.1 of the Rhode Island General Laws of 1956, as amended.

In addition to the foregoing, the Surviving Corporation shall have and possess all of the powers and authorities conferred by the Rhode Island General Laws of 1956, as amended upon every business corporation incorporated under the laws of the State of Rhode Island and the Articles of Incorporation of Distribution shall be Articles of Incorporation of the Surviving Corporation.

6. The registered office of the Surviving Corporation shall be 170 Westminster Street, Suite 900, Providence, Rhode Island and the Registered Agent of the Corporation at such office shall be United States Corporation Company.

7. There shall be no authorized capital stock of the Surviving Corporation with par value.

The amount of authorized capital stock of the Surviving Corporation without par value shall be 1,000 shares of Common Stock.

Each share of Common Stock shall be entitled to one (1) vote.

Said stock (or portions thereof) shall be issued by the Surviving Corporation in exchange for shares of Merger and Inc. as hereinafter provided.

8. The period of duration of the Surviving Corporation shall be perpetual.

9. The by-laws of Distribution shall remain and be the by-laws of the Surviving Corporation until the same shall be altered or amended according to the provisions thereof.

10. There shall be a Board of Directors of the Surviving Corporation which shall have and possess all of the powers and authorities which have been heretofore conferred upon the Board of Directors of Distribution.

11. The Board of Directors of Distribution shall be the Board of Directors of the Surviving Corporation and shall continue in office until their successors shall have been duly elected and qualified.

12. The officers of Distribution shall be the officers of the Surviving Corporation and shall continue in office until their successors shall have been duly elected and qualified.

13. Subsequent to the effective time of the merger the capital stock of Distribution shall be converted into the capital stock of the Surviving Corporation as follows:

Nashua Hollis CVS, Inc. ("Nashua Hollis"), the holder of all of the issued and outstanding shares of common stock of Distribution and Inc., shall surrender for cancellation all of said shares to the Surviving Corporation which shall in turn issue shares of its common stock for such

controlling corp

1. surrendered shares on the following basis: Nushua Hollis shall hold the percentage of stock of the Surviving Corporation determined by multiplying the issued and outstanding stock of the Surviving Corporation by a fraction, the numerator being the combined value of Distribution and Int., as set forth in the valuation reports to be issued by Gordon Associates, Inc., and the denominator being the total value of the Surviving Corporation and its subsidiaries as determined by (i) calculating the average of the high and low trading price of Melville Corporation ("Melville") on the New York Stock Exchange (as reported in the Wall Street Journal) on the first day of trading after the stock of Footstar, Inc. is distributed by Melville to its shareholders, and (ii) subtracting from the value derived in clause (i) the book value of Melville and all of its direct and indirect subsidiaries, excluding the direct and indirect subsidiaries of CVS Center, Inc. ("CVS Center"). Because the denominator can not be calculated until after the merger is effective, good faith estimates will initially be used to calculate the amount of stock to be issued to Nushua Hollis, with such amount being adjusted as promptly as practicable after a final calculation of the denominator can be performed. CVS Center, the holder of all of the issued and outstanding shares of common stock of Merger shall surrender for cancellation all of said shares to the Surviving Corporation which shall in turn issue to CVS Center shares of the Surviving Corporation representing the remaining percentage of stock in the Surviving Corporation.

Any and all of the issued common stock of Merger and Inc. held in their respective treasuries at the effective time of the merger shall be cancelled and shall not be converted.

14. Upon the merger becoming effective, all the property rights, privileges, franchises, patents, trade secret processes, trademarks, licenses, powers and other assets of every kind and description of Merger and Inc. shall be transferred to, vested in and devolve upon the Surviving Corporation without further act or deed; and all property, rights and every other interest of the Surviving Corporation, Merger and Inc. shall be as effectively the property of the Surviving Corporation as they were of the Surviving Corporation, Merger and Inc. respectively. Merger and Inc. each hereby agree from time to time, as and when requested by the Surviving Corporation or by its successors and assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as of the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property Merger and/or Inc. acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of Merger and/or Inc. and the proper officers and directors of the Surviving Corporation are fully authorized in the name of Merger and/or Inc. or otherwise to take any and all such action.

15. The Surviving Corporation assumes and agrees to pay and satisfy all of the expenses incurred by the parties hereto for the purposes of consummating the transaction contemplated hereby and to pay and satisfy in accordance with their terms all debts, liabilities and obligations of Merger and Inc. including without limitation, tax liabilities, and all rights of creditors, taxing authorities and all liens upon the property of Merger and Inc. shall be preserved unimpaired and all debts, liabilities and duties, including without limitation tax liabilities of Merger and Inc. from and after the date of merger shall

controlling corp

attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties including without limitation, tax liabilities had been incurred or contracted by it.

16. An executed copy of this Agreement shall be filed in the Office of the Secretary of State of the State of Rhode Island. The merger provided for herein shall become effective on September 29, 1996 at 12:01 A.M. and upon the issuance of a Certificate of Merger by the Rhode Island Secretary of State.

IN WITNESS WHEREOP, the parties have caused this Agreement to be executed by their respective corporate officers hereunto duly authorized as of the day and year first above set forth.

CVS DISTRIBUTION, INC.

By: JM
Name: Thomas J. Ryan
Title: President

By: SP
Name: Stephen C. Glickman
Title: President

CVS, INC.

By: JM
Name: Thomas J. Ryan
Title: President

By: SP
Name: Stephen C. Glickman
Title: President

CVS MERGER, INC.

By: JM
Name: Thomas J. Ryan
Title: President

By: SP
Name: Stephen C. Glickman
Title: President

controlling corp



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF TAXATION
One Capitol Hill
Providence, RI 02908-5800

FAX (401) 277-6006

September 24, 1996

TO WHOM IT MAY CONCERN:

Re: CVS, INC.

It appears from our records that the abovenamed corporation has filed all of the required Business Corporation Tax Returns due to be filed and paid all taxes indicated thereon and is in good standing with this Division as of this date regarding any liability under the Rhode Island Business Corporation Tax Law.

This letter is issued pursuant to the request of the abovenamed corporation for the purpose of:

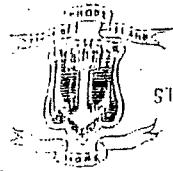
A MERGER - CORPORATION IS THE NONSURVIVOR

Very truly yours,

R. Gary Clark
Tax Administrator

Ernest A. DeAngelis
Chief Revenue Agent
Corporations

controlling corp



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF TAXATION
One Capitol Hill
Providence, RI 02903-5800

FAX (401) 277-6006

September 24, 1996

TO WHOM IT MAY CONCERN:

Re: CVS MERGER, INC.

It appears from our records that the abovenamed corporation has filed all of the required Business Corporation Tax Returns due to be filed and paid all taxes indicated thereon and is in good standing with this Division as of this date regarding any liability under the Rhode Island Business Corporation Tax Law.

This letter is issued pursuant to the request of the abovenamed corporation for the purpose of:

A MERGER - CORPORATION IS THE NONSURVIVOR

Very truly yours,

R. Gary Clark
Tax Administrator

Ernest A. DeAngelis
Chief Revenue Agent
Corporations

controlling corp

SECOND: As to each of the undersigned corporations, (except one whose shareholders are not required to approve the agreement under § 7-1.1-67, in which event that fact shall be set forth), the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such Plan, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Entitled to Vote as a Class</u>	
		<u>Designation of Class</u>	<u>Number of Shares</u>
1. CVS, INC.	100	COMMON	100
2. CVS MERGER, INC.	1	COMMON	1
3. CVS DISTRIBUTION, INC.	1,000	COMMON	1,000

THIRD: As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares</u>		
	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Entitled to Vote as a Class</u>
	<u>Class</u>	<u>Voted For</u>	<u>Voted Against</u>
1. CVS, INC.	100	0	COMMON 100 0
2. CVS MERGER, INC.	1	0	COMMON 1 0
3. CVS DISTRIBUTION, INC.	1,000	0	COMMON 1,000 0

FOURTH: The merger to become effective (§ 7-1.1-69): SEPTEMBER 29, 1996

Dated September 26, 1996

By THOMAS M. YAN President

and ZENON P. LANKOVSKY Secretary

By THOMAS M. YAN President

and ZENON P. LANKOVSKY Secretary

controlling corp

STATE OF RHODE ISLAND

} Sc.

COUNTY OF PROVIDENCE

At Providence, Rhode Island, in said County on the 26th, 1996, day of
September, before me personally appeared Thomas H. Ryan, who being by me first duly sworn, declared that he is
the President of CVS, INC., that he signed the foregoing document as such President of the
corporation, and that the statements therein contained are true.

Ellen E. Fuhrman

Notary Public

(NOTARIAL SEAL)

Ellen E. Fuhrman, Notary Public
Pascoag, Providence Co., RI
My Commission Expires: 07-02-97

STATE OF RHODE ISLAND

} Sc.

COUNTY OF PROVIDENCE

At Providence, Rhode Island, in said county on the 26th, 1996, day of
September, before me personally appeared Thomas H. Ryan, who being by me first duly sworn, declared that he is
the President of CVS MERGER, INC., that he signed the foregoing document as such President of the
corporation, and that the statements therein contained are true.

Ellen E. Fuhrman

Notary Public

(NOTARIAL SEAL)

Ellen E. Fuhrman, Notary Public
Pascoag, Providence Co., RI
My Commission Expires: 07-02-97

controlling corp

10/60
Filing Fee \$30.00

14414

State of Rhode Island and Providence Plantations

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF

Mark Steven Service Merchandisers, Inc.

Pursuant to the provisions of Section 7-1-5G of the General Laws, 1950, as amended, the undersigned corporation adopts the following Articles of Amendment to the Articles of Incorporation:

FIRST: The name of the corporation is Mark Steven Service Merchandisers, Inc.

SECOND: The shareholders of the corporation on JUNE 8, 1995, in the manner prescribed by Chapter 7-1-1 of the General Laws, 1950, as amended, adopted the following amendment(s) to the Articles of Incorporation:

[Insert Amendment(s)]

FIRST: "The name of the Corporation is: CVS Distribution, Inc.

FILED

OCT 6 1995

150749
J. B. B.
150749

controlling corp

STATE OF RHODE ISLAND
COUNTY OF Providence } Sc.

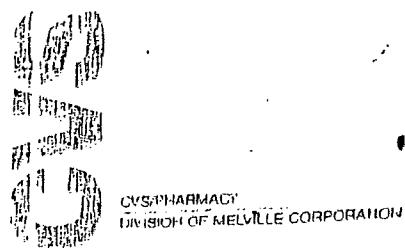
At Providence in said county on this 11th day of
July, 1995, personally appeared before me Charles
Chapman, who, being by me first duly sworn, declared that he is the
Vice President of Black Sheep Service
Corporation, Inc.
That he signed the foregoing document as Vice President of the
corporation, and that the statements therein contained are true.

Charles P. Chapman
Notary Public

(NOTARIAL SEAL)

Commissioned Notary Public
Wm. H. Miller, Probate Clerk, RI
for C. Chapman Leples 8-5-95

controlling corp



September 6, 1995

Dear Sir/Madam:

I, Zenon Lankowsky, Vice President of CVS, Inc., do hereby consent to the Amendment and use of the Name Mark Steven Service Merchandisers, Inc. to CVS Distributions, Inc. and it will in no way interfere with the name CVS, Inc.

Thank you.

Very truly yours,

Zenon Lankowsky
Vice President of
CVS, Inc.

controlling corp

Filing fee: \$20.00

State of Rhode Island and Providence Plantations

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF

Mark Steven, Inc.

Pursuant to the provisions of Section 7-1-56 of the General Laws, 1956, as amended, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

First: The name of the corporation is Mark Steven, Inc.

Second: The shareholders of the corporation on January 5, 1973, in the manner prescribed by Chapter 7-1-1 of the General Laws, 1956, as amended, adopted the following amendment(s) to the Articles of Incorporation:

[Insert Amendment(s)].

Article First of the Articles of Incorporation is hereby amended to read:

"The name of the corporation is Mark Steven Service Merchandisers, Inc."

All other provisions of the Articles of Incorporation shall remain unchanged.

The foregoing amendment shall be effective upon the issuance by the Secretary of State of the State of Rhode Island of the Certificate of Amendment.

controlling corp

January 8, 1973 :

MARK STEVEN WAREHOUSE STORE, INC.
400 Founders Drive
Woonsocket, Rhode Island 02895

TO WHOM IT MAY CONCERN:

MARK STEVEN WAREHOUSE STORE, INC. hereby consents to the change of the name of Mark Steven, Inc. to Mark Steven Service Merchandisers, Inc. and to the use by such corporation of the new name Mark Steven Service Merchandisers, Inc.

MARK STEVEN WAREHOUSE STORE, INC.

By Mark Steven President
President

controlling corp

THIRTY: The number of shares of the corporation outstanding at the time of such adoption was 1,000; and the number of shares entitled to vote thereon was 1,000.

FOURTY: The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows: (if applicable, insert "none")

<u>Class</u>	<u>Number of Shares</u>
None	

FIFTY: The number of shares voted for such amendment was 1,000; and the number of shares voted against such amendment was None.

SIXTY: The number of shares of each class entitled to vote thereon as a class voted for and against such amendment, respectively, was: (if applicable, insert "none")

<u>Class</u>	<u>For</u>	<u>Against</u>
None		

SEVENTY: The manner, if not set forth in such amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected, is as follows: (if no change, so state)

No Change

EIGHTY: The manner in which such amendment effects a change in the amount of stated capital, and the amount of stated capital as changed by such amendment, are as follows: (if no change, so state)

No Change

Dated January 8, 1973

Mark Steven, Inc.
By Mark Steven
Its President

controlling corp

THIRD: The number of shares of the corporation
adoption was 1,000; and the number of
was 1,000

FOURTH: The designation and number of outstanding
to vote thereon as a class were as follows: (If inapplicable, so state)

Class

None

FIFTH: The number of shares voted for such amendment
and the number of shares voted against such amendment

SIXTH: The number of shares of each class entitled to
for and against such amendment, respectively, was: (If in
applicable, so state)

<u>Class</u>	<u>For</u>
--------------	------------

None

SEVENTH: The manner, if not set forth in such amendment
reclassification, or cancellation of issued shares provided for
effected, is as follows: (If no change, so state)

controlling corp

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE } Sc.

At Woonsocket in said county on this 8th day of
January, 1977 personally appeared before me Sidney
S. Goldstein, who, being by me first duly sworn, declared that he is the
President of Mark Steven, Inc.

that he signed the foregoing document as President of the
corporation, and that the statements therein contained are true.

Notary Public

(NOTARIAL SEAL)

My Commission Expires June 30, 1976

controlling corp

FOURTH. Said corporation shall be located in Woonsocket (City or Town), Rhode Island.

Fourth. Said corporation, with
Fifth. The TOTAL amount of authorized capital stock of said corporation, with
par value, shall be..... (\$.....) dollars as follows, viz:
Common stock in the amount of..... (\$.....)
dollars to be divided into..... (.....) shares of
the par value of..... (\$.....) dollars each; and
Preferred stock in the amount of..... (\$.....)
dollars, to be divided into..... (.....) shares, of
the par value of..... (\$.....) dollars each.

(Or if capital stock is without par value)

(Or if capital stock is without par value,
The TOTAL number of shares of capital stock authorized, without par value, shall be
One Thousand (1,000) shares
as follows, viz:— One Thousand (1,000) shares of
common stock, without par value; and
None (.....) shares of
Preferred stock, without par value.

(If capital stock is divided into two or more classes) Description of several classes of stock, including terms on which they are created, and voting rights of each, viz:—

Chart. (If not perpetual) The period of duration of said corporation shall be one hundred years.

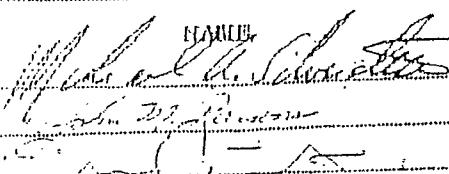
controlling corp

• SEVENTH.....

EIGHTH.....

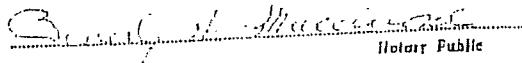
NINTH.....

In Identifying Whereof, We have hereunto set our hands and stated our residences
this 5th day of November, A. D. 1969.


NAME: Michael A. Silverstein RESIDENCE: (No. Street, City or Town)
28 Kennedy Boulevard, Lincoln, R.I.
NAME: John M. Parsons RESIDENCE: 8 Ferncrest Drive, Cumberland, R.I.
NAME: Max Mistow RESIDENCE: 179 Oakley Road, Woonsocket, R.I.

STATE OF RHODE ISLAND, } In the City } of Woonsocket
COUNTRY OF PROVIDENCE } In the Town } of Woonsocket
in and county this 5th day of November, A. D. 1969
then personally appeared before me Michael A. Silverstein, John M. Parsons
and Max Mistow

each and all known to me and known by me to be the parties executing the foregoing
instrument, and they severally acknowledged said instrument by them subscribed to be
their free act and deed.


Robert J. DeCicco
Notary Public

controlling corp

✓ 5235
(BUSINESS CORPORATION)

ORIGINAL

ARTICLES OF ASSOCIATION OF

Mark Steenzen, Inc.

215 00**-\$5.00

✓ M

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
FOR THE
STATE

Controlling Corp

Buying, selling, packaging, manufacturing, processing, distributing, consigning and otherwise dealing in articles generally sold in health and beauty aid stores, drug stores and markets, including without limitation, drugs, drug sundries, patent medicines, pharmaceutical supplies, dental items, surgical apparatus, physicians' and hospital supplies; cosmetics, perfumeries, deodorants, soaps, lotions, and toilet articles; baby care supplies; cigarettes, cigars, tobacco, tobacco products and smokers' accessories; ladies' hosiery, women's wearing apparel and costume jewelry; newspapers, books, including paperbacks, magazines and periodicals; greeting cards, gift wrappings, stationery, office and school supplies and paper products; candies, nuts, confections, food specialties and non-alcoholic beverages; pet supplies; party goods, fancy goods, notions, gift items and glassware; musical records and tapes; cameras, film and photographic supplies; household and hardware items; and other similar articles.

To acquire by purchase, exchange, lease, or otherwise and to own, hold, use, operate, sell, assign, lease, transfer, convey, exchange, mortgage, pledge or otherwise dispose of or deal in and with, personal property of every class or description and such real property and all interests therein as may be required for the furtherance of the business of the corporation.

To draw, make, accept, endorse, discount, execute, and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures, and other negotiable or transferable instruments and evidences of indebtedness whether secured by mortgage or otherwise, as well as to secure the same by mortgage or otherwise, so far as may be permitted by the laws of the State of Rhode Island.

To apply for, register, obtain, purchase, lease, take licenses in respect of or otherwise acquire, and to hold, own, use, operate, develop, enjoy, turn to account, grant licenses and immunities in respect of, manufacture under and to introduce, sell, assign, mortgage, pledge or otherwise dispose of, and, in any manner deal with and contract with reference to:

- 1. (a) inventions, devices, formulae, processes and any improvements and modifications thereof;
- 1. (b) letters patent, patent rights, patented processes, copyrights, designs, and similar rights, trade-marks, trade symbols and other indications of origin and ownership granted by or recognized under the laws of the United States of America or of any state or subdivision thereof, or of any foreign country or subdivision thereof, and all rights connected therewith or appertaining thereto;

1. (c) franchises, licenses, grants and concessions.

To purchase or otherwise acquire, and to hold, mortgage, pledge, sell, exchange or otherwise dispose of, securities (including, without limitation of the generality thereof, any shares of stock, bonds, debentures, notes, mortgages, or other obligations, and any certificates,

Controlling CORP

receipts or other instruments representing rights to receive, purchase or subscribe for the same, or representing any other rights or interests therein or in any property or assets) created or issued by any persons, firms, associations, corporations, or governments or subdivisions thereof; to make payment therefor in any lawful manner; and to exercise, as owner or holder of any securities, any and all rights, powers and privileges in respect thereof.

To make, enter into, perform and carry out contracts of every kind and description with any person, firm, association, corporation or government or subdivision thereof.

To acquire by purchase, exchange or otherwise, all, or any part of, or any interest in, the properties, assets, business and good will of any one or more persons, firms, associations or corporations heretofore or hereafter engaged in any business for which a corporation may now or hereafter be organized under the laws of the State of Rhode Island; to pay for the same in cash, property or its own or other securities; to hold, operate, reorganize, liquidate, sell or in any manner dispose of the whole or any part thereof; and in connection therewith, to assume or guarantee performance of any liabilities, obligations or contracts of such persons, firms, associations, or corporations, and to conduct the whole or any part of any business thus acquired.

To lend its uninvested funds from time to time to such extent, to such persons, firms, associations, corporations, governments or subdivisions thereof, and on such terms and on such security, if any, as the Board of Directors of the corporation may determine.

To endorse or guarantee the payment of principal, interest or dividends upon, and to guarantee the performance of sinking fund or other obligations of any bonds, securities or evidence of indebtedness, and to guarantee in any way permitted by law the performance of any of the contracts or other undertakings in which the corporation may otherwise become interested, of any persons, firm, association, corporation, government or subdivision thereof, or of any other combination, organization or entity whatsoever.

To borrow money for any of the purposes of the corporation, from time to time, and without limit as to amount; from time to time to issue and sell its own securities in such amounts, on such terms and conditions, for such purposes and for such prices, now or hereafter permitted by the laws of the State of Rhode Island and by the Articles of Association of this corporation, as the Board of Directors of the corporation may determine; and to secure such securities by mortgage upon, or the pledge of, or the conveyance or assignment in trust of, the whole or any part of the properties, assets, business and good will of the corporation, then owned or hereafter acquired.

To purchase, hold, cancel, reissue, sell, exchange, transfer or otherwise deal in its own securities from time to time to such an extent and in such manner and upon such terms as the Board of Directors of the corporation shall determine, provided that the corporation shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital, except to the extent permitted by law; and provided further that shares of its own capital stock belonging to the corporation shall not be voted upon directly or indirectly.

Controlling Corp



DEC-03-2001 16:08

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State

P.06/06

Edward S. Inman, III, Secretary of State

The Office of the Secretary of the State of Rhode Island and Providence Plantations, HEREBY CERTIFIES, that

CVS Pharmacy, Inc.

a Rhode Island corporation, filed original articles of association in this office on the seventh day of November A.D., 1969; and

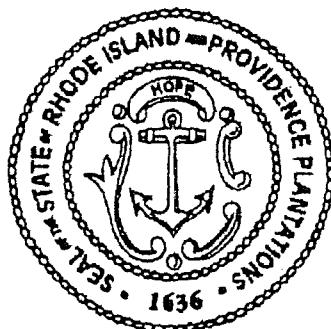
IT IS FURTHER CERTIFIED that said corporation is now of record and in good standing in this office.

*SIGNED AND SEALED this fifteenth day
of November A.D., 2001.*

Edward S. Inman, III

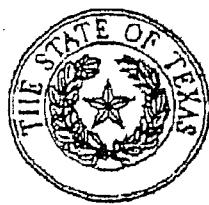
Secretary of State

BY *Debra Antonelli*



—

TOTAL P.06



Controlling Corp

Office of the Secretary of State
 Corporations Section
 P.O. Box 13697
 Austin, Texas 78711-3697

FILED
 In the Office of the
 Secretary of State of Texas

DEC 03 2001

Corporations Section

APPLICATION FOR CERTIFICATE OF AUTHORITY

Pursuant to the provisions of article 8.05 of the Texas Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in Texas:

1. The name of the corporation is CVS Pharmacy, Inc.
2. A. If the name of the corporation in its jurisdiction of incorporation does not contain the word "corporation," "company," "incorporated," or "limited" (or an abbreviation thereof), then the name of the corporation with the word or abbreviation which it elects to add for use in Texas is

B. If the corporate name is not available in Texas, then set forth the name under which the corporation will qualify and transact business in Texas
3. The federal tax identification number is 05-0340626
4. It is incorporated under the laws of Rhode Island
5. The date of its incorporation is 11-7-69 and the period of duration is perpetual (State "perpetual" or term of years)
6. The address of its principal office in the state or country under the laws of which it is incorporated is One CVS Drive, Legal Dept, Woonsocket RI 02895
7. The street address of its proposed registered office in Texas is (a P.O. Box is not sufficient)
c/o CT Corporation System, 350 N. St. Paul Street, Dallas, Texas 75201 and the name of its proposed registered agent in Texas at such address is
CT Corporation System
8. The purpose or purposes of the corporation which it proposes to pursue in the transaction of business in Texas are
retail pharmacy chain
9. It is authorized to pursue such purpose or purposes in the state or country under the laws of which it is incorporated.

Controlling CORP

10. The names and respective addresses of its directors are:

NAME	ADDRESS
Thomas M. Ryan	One CVS Drive, Woonsocket RI 02895
Lawrence J. Zigerelli	One CVS Drive, Woonsocket RI 02895
Zenon P. Lankowsky	One CVS Drive, Woonsocket RI 02895

11. The names and respective addresses of its officers are:

NAME	ADDRESS (city and state)	OFFICE
Thomas M. Ryan	One CVS Drive, Woonsocket RI 02895	President
Zenon P. Lankowsky	One CVS Drive, Woonsocket RI 02895	VP/Secretary
Larry D. Solberg	One CVS Drive, Woonsocket RI 02895	Treasurer

12. The aggregate number of shares which it has authority to issue, itemized by classes, par value of shares, shares without par value, and series, if any, within a class, is:

NUMBER OF SHARES	CLASS	SERIES	PAR VALUE PER SHARE OR STATEMENT THAT SHARES ARE WITHOUT PAR VALUE
---------------------	-------	--------	---

1000	common		no par value

13. The aggregate number of its issued shares, itemized by classes, par value of shares, shares without par value, and series, if any, within a class, is:

NUMBER OF SHARES	CLASS	SERIES	PAR VALUE PER SHARE OR STATEMENT THAT SHARES ARE WITHOUT PAR VALUE
---------------------	-------	--------	---

1000	common		no par value

controlling corp

14. The amount of its stated capital is \$ 82,663.758. (See instructions for definition of stated capital.)
15. Consideration of the value of at least One Thousand Dollars (\$1,000.00) has been paid for the issuance of its shares.
16. The application is accompanied by a certificate issued by the secretary of state or other authorized officer of the jurisdiction of incorporation evidencing the corporate existence and dated within 90 days of the date of receipt of the application.

CVS Pharmacy, Inc.
Name of Corporation
By: Melanie K. Luker
Melanie K. Luker
Its Assistant Secretary
Authorized Officer

Controlling Corp

CVS SUBSIDIARIES
CORPORATE OFFICERS

President: Thomas M. Ryan
Business: One CVS Drive, Woonsocket, RI 02895
Home: 280 Irving Avenue, Providence RI 02906

Vice President and Secretary: Zenon P. Lankowsky
Business: One CVS Drive, Woonsocket, RI 02895
Home: 4 Francis Farm Road, Harrisville, RI 02830

Treasurer: Larry D. Solberg
Business: One CVS Drive, Woonsocket, RI 02895
Home: 228 Freeman Parkway, Providence RI 02906

Assistant Treasurer: Edward J. Sturgeon
Business: One CVS Drive, Woonsocket, RI 02895
Home: 445 Broad Rock Road, Wakefield, RI 02879

Assistant Secretary: Thomas S. Moffatt
Business: One CVS Drive, Woonsocket, RI 02895
Home: 29 Homestead Circle, Kingston, RI 02881

Assistant Secretary: Linda M. Cimbron
Business: One CVS Drive, Woonsocket, RI 02895
Home: 45 Bridge Street, Warren, RI 02885

Assistant Secretary: Melanie K. Luker
Business: One CVS Drive, Woonsocket, RI 02895
Home: 9 Primrose Drive, Cranston, RI 02920

DIRECTORS:

Thomas M. Ryan
Business: One CVS Drive, Woonsocket, RI 02895
Home: 280 Irving Avenue, Providence RI 02906

Lawrence J. Zigerelli
Business: One CVS Drive, Woonsocket, RI 02895
Home: 243 Promenade Avenue, Warwick, RI 02886

Zenon P. Lankowsky
Business: One CVS Drive, Woonsocket, RI 02895
Home: 4 Francis Farm Road, Harrisville, RI 02830

Business Plan

Nebraska CVS Pharmacy, LLC Business Plan

Nebraska CVS Pharmacy, LLC ("CVS") intends to operate a retail pharmacy store at the location(s) described below, which will include the retail sale of prescription drugs, pre-packaged food, dairy products, health and beauty aids, photography lab services, alcohol and tobacco. CVS intends that the entire store will be licensed premises, but alcohol sales will not be available at the drive-through facility.

Store #	Address	Store Opening Date
2741	6901 South 84 th Street La Vista, NE 68128	9/16/2012

RECEIVED

JUN 15 2012

**NEBRASKA LIQUOR
CONTROL COMMISSION**

crim hist.

RECEIVED

JUN 15 2012

NEBRASKA LIQUOR
CONTROL COMMISSION

#1

Statement to the Nebraska Liquor Control Commission

In February 1984, Thomas S. Moffatt, President of Nebraska CVS Pharmacy, L.L.C. was charged with operating a motor vehicle under the influence of alcohol (a misdemeanor) in Orange District Court, Greenfield, Massachusetts.

In April 1984, Mr. Moffatt pled no contest and was given probation. Mr. Moffatt was twenty years old, which was the legal drinking age in Massachusetts at the time.

X13

FIFTH AMENDMENT TO LEASE

RECEIVED

This Fifth Amendment to Lease ("Amendment") is entered into this 8th day of March, 2012, by and between Susan Sandelman, as Trustee of the Esan Trust, with its principal place of business at c/o Kin Properties, Inc., 185 N.W. Spanish River Boulevard, Boca Raton, Florida 33431-4230 ("Landlord"), and Nebraska CVS Pharmacy, LLC, a ^{NEBRASKA LIQUOR} limited liability company, with its principal place of business at One CVS Drive, Woonsocket, Rhode Island 02895 ("Tenant").

**NEBRASKA LIQUOR
CONTROL COMMISSION**

WITNESSETH

WHEREAS, Landlord and Tenant entered into that certain Lease dated January 25, 2011, as amended (the "Lease"), with respect to certain real property located at the southeast corner of 84th Street and Harrison Street, in the Municipality of La Vista, County of Sarpy, State of Nebraska; and

WHEREAS, Landlord and Tenant desire to amend the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten Dollars (\$10) and the mutual covenants and agreements contained herein, the parties agree as follows:

1. Capitalized terms which are used herein without definition but which are defined in the Lease shall have the meanings set forth therein.
2. The following sentence is hereby added at the end of the third grammatical paragraph of Lease Section 1:

In addition, the Premises are also leased together with the nonexclusive right and easement of Tenant and all persons claiming under such Tenant, including Tenant's employees, vendors, customers and other invitees, for the purpose of drainage and using those certain Drainage Facilities (as defined herein) on the Adjacent Property which exist or may exist from time to time for the delivery of drainage from the Premises across the Adjacent Property to the public facilities in the right-of-way on 84th Street. "Drainage Facilities" means those facilities and systems including water mains, storm drains, sewers, and other drainage facilities.

3. The following paragraph is hereby added at the end of Lease Section 37:

With respect to the stormwater piping located on the Adjacent Property, Landlord shall be responsible for repair and maintenance of the Drainage Facilities located on the Adjacent Property and keeping such Drainage Facilities free of trash and debris and Tenant shall be responsible for repair and maintenance of the Drainage Facilities located on the Premises and keeping such Drainage Facilities free of trash and debris. Landlord's relocation of the Drainage Facilities to another location on the Adjacent Property shall not disturb Tenant's operations and shall be done pursuant to plans approved with Tenant's consent, not to be unreasonably withheld. Within sixty (60) days of receipt of written notice from Landlord with supporting documentation, Tenant shall pay its prorata share of repair and maintenance costs of the

#13

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first set forth above.

LANDLORD:

Susan Sandelman as Trustee of the Esan Trust

By: Susan Sandelman
Susan Sandelman, as Trustee

TENANT:

Nebraska CVS Pharmacy, L.L.C.

By: KD
Name: Kristine L. Donabedian
Title: Assistant Secretary

CVS Legal Approval: Jennifer Sacco Smith
Mintz Levin

#13
RECEIVED

JUN 15 2012

NEBRASKA LIQUOR
CONTROL COMMISSION

Amendment to Lease

XX/13

FOURTH AMENDMENT TO LEASE

This Fourth Amendment to Lease ("Amendment") is entered into this 24 day of June, 2011, by and between Susan Sandelman, as Trustee of the Esan Trust, with its principal place of business at c/o Kin Properties, Inc., 185 N.W. Spanish River Boulevard, Suite 100, Boca Raton, Florida 33431-4230 ("Landlord"), and Nebraska CVS Pharmacy, L.L.C., a Nebraska limited liability company, with its principal place of business at One CVS Drive, Woonsocket, Rhode Island 02895 ("Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant entered into that certain Lease dated January 25, 2011, as amended (the "Lease"), with respect to certain real property located at the southeast corner of 84th Street and Harrison Street, in the Municipality of La Vista, County of Sarpy, State of Nebraska; and

WHEREAS, Landlord and Tenant desire to amend the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten Dollars (\$10) and the mutual covenants and agreements contained herein, the parties agree as follows:

1. Capitalized terms which are used herein without definition but which are defined in the Lease shall have the meanings set forth therein.

2. The following paragraph is hereby added after the last grammatical paragraph of Subsection 2.2(b):

The parties hereby acknowledge that as part of the development of the Premises and the Adjacent Property, Landlord is required by the City of La Vista, Nebraska to enter into a Permanent Sidewalk Easement Agreement (the "Sidewalk Easement"). Tenant shall comply with the requirements of the Sidewalk Easement in performing Tenant's Work as described in this Lease and constructing the Building and other improvements on the Premises and on the Adjacent Property as permitted by this Lease, including but not limited to maintaining the improvements and any grass or shrubbery placed on the sidewalk easement and replacing or rebuilding any and all damage to the sidewalk or other improvements as contemplated by the Sidewalk Easement. During the Term of the Lease and consistent with the Lease, Tenant shall perform the maintenance obligations of Landlord under the Sidewalk Easement as it relates to the Premises. Landlord hereby agrees that it shall not amend or modify the Sidewalk Easement without the prior written consent of Tenant and shall cooperate with Tenant to the extent necessary for Tenant to perform the obligations and responsibilities of Landlord under the Sidewalk Easement as described above.

3. To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively

X 13

constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and attached thereto to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages. A facsimile signature shall be binding on the party sending the same.

4. Except as hereby amended, the Lease is ratified and confirmed and remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first set forth above.

LANDLORD:

Susan Sandelman as Trustee of the Esan Trust

By: Susan Sandelman
Susan Sandelman, as Trustee

TENANT:

Nebraska CVS Pharmacy, L.L.C.

By: KL
Name: Kristine L. Donabedian
Title: Assistant Secretary

CVS Legal Approval: Jennifer Sacco Smith
Mintz Levin

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RECEIVED

JUN 15 2012

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Amendment to Lease

RECEIVED

2012
JUN 13

THIRD AMENDMENT TO LEASE

JUN 15 2012

NEBRASKA LIQUOR
CONTROL COMMISSION

This Third Amendment to Lease ("Amendment") is entered into this 15th day of April 2011, by and between Susan Sandelman, as Trustee of the Esan Trust, with its principal place of business at c/o Kin Properties, Inc., 185 N.W. Spanish River Boulevard, Suite 100, Boca Raton, Florida 33431-4230 ("Landlord"), and Nebraska CVS Pharmacy, L.L.C., a Nebraska limited liability company, with its principal place of business at One CVS Drive, Woonsocket, Rhode Island 02895 ("Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant entered into that certain Lease dated January 25, 2011, as amended (the "Lease"), with respect to certain real property located at the southeast corner of 84th Street and Harrison Street, in the Municipality of La Vista, County of Sarpy, State of Nebraska; and

WHEREAS, Landlord and Tenant desire to amend the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten Dollars (\$10) and the mutual covenants and agreements contained herein, the parties agree as follows:

1. Capitalized terms which are used herein without definition but which are defined in the Lease shall have the meanings set forth therein.
2. The first paragraph of Section 3(a) is hereby deleted and replaced with the following:

Unless the Date of Rent Commencement occurs on or before April 1, 2012, commencing as of April 1, 2012 and until 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, Interim Ground Rent in the amount of Seven Thousand Seven Hundred Dollars and .34 cents (\$7,708.34) per month for the first two months and thereafter, Fifteen Thousand Four Hundred Sixteen Dollars and .67 cents (\$15,416.67) per month payable to Landlord no later than the fifth (5th) day of each month in advance, without demand or set-off, except as otherwise expressly provided by the terms of this Lease.

3. To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages. A facsimile signature shall be binding on the party sending the same.

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4. Except as hereby amended, the Lease is ratified and confirmed and remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first set forth above.

LANDLORD:

Susan Sandelman as Trustee of the Esan Trust

By: Susan Sandelman
Susan Sandelman, as Trustee

TENANT:

Nebraska CVS Pharmacy, L.L.C.

By: KD
Name: Kristine L. Donabedian
Title: Assistant Secretary

CVS Legal Approval: Jennifer Sacco Smith
Mintz Levin

MINTZ LEVIN

Jennifer Sacco Smith | 617 348 1678 | jsaccosmith@mintz.com

One Financial Center
Boston, MA 02111
617-542-6000
617-542-2241 fax
www.mintz.com

RECEIVED

JUN 15 2012

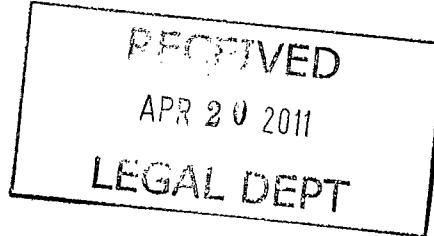
NEBRASKA LIQUOR
CONTROL COMMISSION

April 19, 2011

31374-640

VIA OVERNIGHT MAIL

Kristine Donabedian, Esq.
CVS Caremark Corporation
One CVS Drive
Woonsocket, RI 02895



Re: Lease dated January 25, 2011, as amended ("Lease") between Susan Sandelman as Trustee of the Esan Trust ("Landlord") and Nebraska CVS Pharmacy, L.L.C. ("Tenant") for premises located at the southeast corner of 84th Street and Harrison Street, in the Municipality of La Vista, County of Sarpy, State of Nebraska ("Leased Premises"); CVS Store # 2741

Dear Ms. Donabedian:

In connection with the above referenced Lease, please find enclosed for your signature the following documents:

- **Third Amendment to Lease** (four originals)

The Third Amendment to Lease reduces Tenant's Interim Ground Rent by half for the first two months of the term. Treg Charlton approved the terms of the Third Amendment. Please sign each of the enclosed originals where indicated by the tabs, keep two for your files and return two originals to me.

Please do not hesitate to call should you have any questions with respect to the foregoing or the enclosed. Thank you.

Sincerely,


Jennifer Sacco Smith, Esq.

Enclosures

5378313v.1

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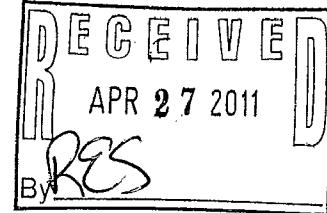
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

BOSTON | WASHINGTON | NEW YORK | STAMFORD | LOS ANGELES | PALO ALTO | SAN DIEGO | LONDON

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INTEROFFICE MEMORANDUM

TO: ROXANNE SICARD
FROM: KRISTINE DONABEDIAN
SUBJECT: #2741 LA VISTA, NE
DATE: 4/25/2011
CC: FILE



Enclosed is a Third Amendment to Lease and summary contained in the letter from Mintz Levin regarding the above referenced location.

RECEIVED
JUN 15 2012
**NEBRASKA LIQUOR
CONTROL COMMISSION**

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Amendment to Lease

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SECOND AMENDMENT TO LEASE

This Second Amendment to Lease ("Amendment") is entered into this 14th day of March, 2011, by and between Susan Sandelman, as Trustee of the Esan Trust, with its principal place of business at c/o Kin Properties, Inc., 185 N.W. Spanish River Boulevard, Suite 100, Boca Raton, Florida 33431-4230 ("Landlord"), and Nebraska CVS Pharmacy, L.L.C., a Nebraska limited liability company, with its principal place of business at One CVS Drive, Woonsocket, Rhode Island 02895 ("Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant entered into that certain Lease dated January 25, 2011, as amended (the "Lease"), with respect to certain real property located at the southeast corner of 84th Street and Harrison Street, in the Municipality of La Vista, County of Sarpy, State of Nebraska; and

WHEREAS, Landlord and Tenant desire to amend the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten Dollars (\$10) and the mutual covenants and agreements contained herein, the parties agree as follows:

1. Capitalized terms which are used herein without definition but which are defined in the Lease shall have the meanings set forth therein.
2. The following paragraph is hereby added after the last grammatical paragraph of Subsection 2.2(b):

Tenant shall comply with the requirements of the Subdivision Agreement in performing Tenant's Work as described in this Lease and constructing the Building and other improvements on the Premises and on the Adjacent Property as permitted by this Lease, including but not limited to providing a financial guarantee and performance bond to the City of La Vista as contemplated by the Subdivision Agreement.

3. Section 3 of the First Amendment to Lease is hereby ratified and confirmed.
4. The following sentence is hereby added after the first grammatical sentence of Section 15(a):

The forgoing indemnification obligation of Tenant shall also apply to Tenant's requirement to comply with the Subdivision Agreement in performing Tenant's Work as described in this Lease and constructing the Building and other improvements on the Premises and on the Adjacent Property as permitted by this Lease.

5. To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the

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Amendment to Lease

XX/13

#7008 – La Vista, NE

FIRST AMENDMENT TO LEASE

This First Amendment to Lease ("Amendment") is entered into this 31st day of January, 2011, by and between Susan Sandelman, as Trustee of the Esan Trust, with its principal place of business at c/o Kin Properties, Inc., 185 N.W. Spanish River Boulevard, Suite 100, Boca Raton, Florida 33431-4230 ("Landlord"), and Nebraska CVS Pharmacy, L.L.C., a Nebraska limited liability company, with its principal place of business at One CVS Drive, Woonsocket, Rhode Island 02895 ("Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant entered into that certain Lease dated January 25th 2011 (the "Lease"), with respect to certain real property located at the southeast corner of 84th Street and Harrison Street, in the Municipality of La Vista, County of Sarpy, State of Nebraska; and

WHEREAS, Landlord and Tenant desire to amend the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten Dollars (\$10) and the mutual covenants and agreements contained herein, the parties agree as follows:

1. Capitalized terms which are used herein without definition but which are defined in the Lease shall have the meanings set forth therein.
2. The first grammatical sentence contained in the second grammatical paragraph of Subsection 2.1(b) of the Lease is hereby deleted and replaced with the following:

The Outside Government Permits Date shall mean March 1, 2011.

3. The parties hereby acknowledge that as part of the development of the Premises and the Adjacent Property, Landlord is required by the City of La Vista, Nebraska to enter into a Subdivision Agreement and a Post Construction Storm Water Management Plan Maintenance Agreement. Consistent with the Lease, Tenant hereby agrees it shall perform the initial improvements as contemplated under the Subdivision Agreement. During the Term of the Lease and consistent with the Lease, Tenant shall perform the maintenance obligations of Landlord under the Subdivision Agreement and the Post Construction Storm Water Management Plan Maintenance Agreement applicable to the Premises, at Tenant's cost. Landlord hereby agrees that it shall not amend or modify the Subdivision Agreement and/or the Post Construction Storm Water Management Plan Maintenance Agreement without the prior written consent of Tenant which consent shall not be unreasonably withheld, delayed or conditioned, and shall reasonably cooperate with Tenant to the extent necessary for Tenant to perform the obligations and responsibilities of Landlord under the Subdivision Agreement and the Post Construction Storm Water Management Plan Maintenance Agreement as described above.

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LEASE GROUND/LEASE AGREEMENT

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LEASE

by and between

Susan Sandelman as Trustee of the Esan Trust

as Landlord

and

Nebraska CVS Pharmacy, L.L.C.

as Tenant

dated: January 25, 2011

CVS STORE NO. 2741
Southeast corner of 84th Street and Harrison Street
La Vista, Nebraska

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LEASE

This Lease (the "Lease"), dated as of the 25th day of January, 2010 (the "Date of this Lease"), by and between **Susan Sandelman, as Trustee of the Esan Trust**, with its principal place of business at c/o Kin Properties, Inc., 185 N.W. Spanish River Boulevard, Suite 100, Boca Raton, Florida 33431-4230 and a telephone number of (561) 620-9200, with a tax identification or employer identification number of _____ ("Landlord"); and **Nebraska CVS Pharmacy, L.L.C.**, a Nebraska limited liability company, with its principal place of business at One CVS Drive, Woonsocket, Rhode Island, 02895 ("Tenant"). (As of the date hereof, the Premises is designated as CVS store #2741.)

All exhibits hereto are incorporated herein by this reference.

WITNESSETH

In consideration of Ten Dollars (\$10.00), other good and valuable consideration, and the mutual covenants contained herein, and intending to be legally bound hereby, Landlord and Tenant hereby agree with each other as follows:

Section 1. Premises.

Landlord hereby leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, all that certain parcel of land, situated at the southeast corner of 84th Street and Harrison Street, in the Municipality of La Vista, County of Sarpy, State of Nebraska, and more particularly described in the legal description set forth in Exhibit A hereto, and the Building (once constructed) described in Subsection 2.2(b) and Subsection 7.1 hereto, together with any and all appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto and existing improvements, (all the foregoing hereinafter referred to as the "Premises"). The Premises is outlined in red on Exhibit A-1 hereto.

Adjacent Property: that certain lot or parcel of real estate located to the south of the Premises in La Vista, Nebraska, as outlined in blue on Exhibit A-2, and described on the attached Exhibit A-3, including the Premises and including all buildings and other improvements situated on said property, and all rights, easements, rights of way, and other appurtenances thereto. (The Adjacent Property is located in Sarpy County.)

The Premises are leased with the nonexclusive right and easement of Tenant (and all persons claiming under Tenant, including Tenant's employees, vendors, customers, and other invitees) to use, free of charge, all Adjacent Property "Common Areas," for vehicular and pedestrian access except not for parking. Such Common Areas shall include, without limitation, paved parking areas, paved service areas, sidewalks, ramps, roadways, driveways, curbs, curbcuts and all similar facilities and areas of the Adjacent Property now or hereafter existing (as said Common Areas may be changed from time to time except for the Protected and Protected Curbcuts identified on Exhibit A-2 which shall remain unmodified) on the Adjacent Property. Further, the Premises are leased subject to the nonexclusive right of Landlord (and all persons claiming under Landlord, including Landlord's employees, vendors, customers, tenants and other invitees) to use,

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free of charge, all Premises Common Areas now or hereafter existing (as said Common Areas may be changed from time to time) for vehicular and pedestrian access except not for parking. Further, Tenant shall have a temporary construction easement over the Adjacent Property (the "Tenant Construction Area") to construct the Building (as defined herein), and Tenant's improvements on the Premises as contemplated by this Lease, and as otherwise depicted on Exhibit A-1 and to complete certain work on the Adjacent Property which includes paving and seal coating of the access drive located on the Adjacent Property identified on Exhibit A-1 as the "Off Premise Accessway" and other work on the Adjacent Property identified in the Amendment to Lease for Divine Truth subject to Tenant's approval of the form of said Amendment as provided in Subsection 2.1(c)(i).

The parking spaces located on the Premises (the "CVS Exclusive Parking Spaces") shall be for the sole and exclusive use of Tenant and its employees, invitees and customers, and the layout thereof shall not be changed or altered without Tenant's prior written consent, which it may withhold in its sole discretion. Landlord shall insert in other leases or occupancy agreements with respect to space in the Adjacent Property a restriction prohibiting other tenants and occupants of the Adjacent Property, and their employees, invitees and customers, from using the CVS Exclusive Parking Spaces. Tenant shall have the right to install signs on the CVS Exclusive Parking Spaces giving notice that such parking spaces are for the exclusive use of Tenant and its employees, invitees, and customers.

The rights granted to Tenant under this Lease are referred to herein as the "Leasehold Estate." The rights of Landlord in the Premises after giving effect to the Leasehold Estate are referred to herein as the "Reversionary Estate." The "Reversionary Estate" includes all of Landlord's rights pursuant to this Lease.

Section 2. Evaluation Period; Delivery of Premises; Term.

Subsection 2.1 Evaluation Period.

(a) (i) Intentionally omitted.

(ii) "Evaluation Period" shall mean the period of time commencing on the Date of this Lease, and ending on the day which is thirty (30) days after the Date of this Lease.

During the Evaluation Period, Tenant may enter upon the Premises and conduct tests, inspections, surveys and studies (including, without limitation, soil, environmental, physical, mechanical and structural) which Tenant may deem appropriate to determine the suitability of the Premises for Tenant's use; conduct a title search and order a title commitment with respect to the Premises; and review applicable zoning and land use laws.

(iii) Within ten (10) days following the Date of this Lease, Tenant shall deliver to Landlord a copy of Tenant's leasehold title insurance commitment covering the Premises to be obtained by Tenant from Chicago Title Insurance ("Leasehold Title Commitment"), together with a written notice setting forth any encroachment, encumbrance or other defect disclosed by the Leasehold Title Commitment, or by any survey undertaken by Tenant, that Tenant requests Landlord to eliminate by either the expiration of the Evaluation Period or by the Outside Delivery Date ("Title Objections"). Within ten (10) days after Landlord's receipt of the Title

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Objections, Landlord shall provide Tenant with written notice of its election to either cure and remove the Title Objections prior to the expiration of the Evaluation Period or by the Outside Delivery Date as requested by Tenant in its written notice and to otherwise specify which Title Objections, if any, that Landlord is unable or unwilling to cure and remove. In the event Landlord elects not to cure all of the Title Objections by the dates specified by Tenant, Tenant may terminate the Lease or elect to waive any Title Objections that Landlord specifies in its notice as described above that Landlord will not cure and remove.

(iv) Intentionally omitted.

(v) In addition, Tenant may terminate this Lease within fifteen (15) days after the end of the Evaluation Period if, in Tenant's sole discretion, Tenant is not satisfied with the results of any test, inspection, survey, or study performed by Tenant, or with any other condition relating to the Premises, including, without limitation, title, zoning laws, land use laws, or status of permits or approvals.

(vi) Intentionally omitted.

(b) "Permits" shall mean Tenant's building permit and any other licenses, permits or approvals issued by any governmental or quasi-governmental authority necessary to enable Tenant to perform any necessary alteration or demolition of existing buildings or improvements and to perform its initial construction pursuant to Subsection 2.2 of this Lease and Exhibit A-1 hereto, including, without limitation, at Tenant's election, Tenant's single or double drive-through lane(s) and building window(s), retail health clinic, 24 hour operation and/or sale of beer, wine or other alcoholic beverages. In addition, "Permits" shall include any zoning variance, special use permit, street or alley abandonment, or the like necessary for Tenant to operate its desired business at the Premises.

The Outside Government Permits Date shall mean February 1, 2011. Unless, on or before the Outside Government Permits Date, Tenant shall have obtained its Permits, 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 Tenant 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 upon thirty (30) days' notice to the other party, and this Lease will so terminate unless, prior to the expiration of said thirty (30) days, Tenant shall obtain such Permits and such appeal periods shall have expired with no appeals having been taken. Tenant may exercise the right of termination described in this Subsection 2.1(b) only if Tenant has used commercially reasonable good faith efforts to acquire said Permits.

Notwithstanding the foregoing, Tenant shall also have the right to terminate this Lease by giving notice thereof to Landlord, if at any time prior to the Outside Government Permits Date Tenant is advised by any governmental agency that any of Tenant's Permits have been or shall be denied or the issuance thereof conditioned on changes to Exhibit A-1, Tenant's proposed Building design, or proposed business operations which are unacceptable to Tenant, and Tenant is unwilling to revise Exhibit A-1, its proposed Building design, or proposed business operations to satisfy the condition of such governmental agency.

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(c) (i) The Outside Landlord Contingency Date shall mean the date which is ten (10) business days after the day this Lease is executed and delivered by Landlord and Tenant. On or before the Outside Landlord Contingency Date, Landlord shall obtain and deliver to Tenant a written agreement, in a form which is acceptable to Tenant in Tenant's sole discretion, which have been duly executed by the holder of the lessor interest in the lease for the space doing business as Divine Truth Christian Store (the "Divine Truth Lease") and by the holder of the lessee interest in the Divine Truth Lease (the "Existing Tenant") (the "Amendment to Lease for Divine Truth"). If Landlord has not delivered the Amendment to Lease for Divine Truth to Tenant in accordance with the above on or before the Outside Landlord Contingency Date, Tenant shall have the right thereafter to terminate the Lease upon written notice to Landlord.

(ii) Landlord hereby represents to Tenant that Landlord, as lessor, has a lease with Big Lots Stores, Inc., as lessee, (the "Big Lots Lease") for a portion of the Premises and Landlord has the unconditional right to terminate the Big Lots Lease upon ninety (90) days prior written notice to the holder of the lessee interest in the Big Lots Lease (the "Big Lots Tenant"). Landlord agrees that within two (2) business days after Landlord's receipt of Tenant's Waiver Notice as defined in Subsection 2.1(g), Landlord shall deliver written notice to the Big Lots Tenant terminating the Big Lots Lease to be effective on the date which is ninety (90) days after receipt of said written notice by the Big Lots Tenant (the "Big Lots Termination Date"). Notwithstanding the foregoing, Tenant acknowledges that if the Big Lots Termination Date will be a day which occurs within the period from October 1, 2010 to December 31, 2010, then the Big Lots Termination Date shall be extended to February 1, 2011.

(d) The Outside Delivery Date shall mean November 7, 2011. If, on or before the Outside Delivery Date, possession of the Premises has not been delivered to Tenant in accordance with Subsection 2.2 below, then at any time thereafter (until such possession is so delivered), Tenant may terminate this Lease upon thirty (30) days' notice to Landlord, and this Lease will so terminate unless, prior to the expiration of said thirty (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 used commercially reasonable good faith efforts to deliver the Premises to Tenant in accordance with the terms hereof. The Outside Delivery Date shall be extended one (1) day for each day of Tenant Delay. "Tenant Delay" shall mean delay in completion of construction of the New Building (as defined in the Amendment to Lease for Divine Truth) until after November 7, 2011 resulting from delays caused by the act or omission of Tenant or Tenant's developer in connection with the construction of the New Building. Notwithstanding the foregoing, Tenant acknowledges that if the Outside Delivery Date as extended by Tenant Delay will be a day which occurs within the period from November 8, 2011 to December 31, 2011, then the Outside Delivery Date shall be extended to January 2, 2012.

(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:

(i) received and recorded any "Subordination and Non-Disturbance Agreements" due to Tenant pursuant to Subsection 12.2 if required pursuant to Subsection 12.2; and

(ii) received an updated commitment for title insurance with respect to the Premises, which commitment shall not reveal any changes to the state of title from those disclosed in the commitment for title insurance obtained by Tenant during the Evaluation Period and with all of the Title Objections removed (unless otherwise waived by Tenant in accordance with Subsection 2.1(a)(iii)); and

(iii) received and recorded a Memorandum of Lease pursuant to Section 29.

(f) Except for Title Objections that Landlord has identified in its written notice to Tenant that Landlord is unable or unwilling to cure as provided in Subsection 2.1(a)(iii), Landlord shall deliver to Tenant within thirty (30) days after receipt of Tenant's request therefor:

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(i) any documents reasonably required by Tenant's title insurance company to remove the standard title exceptions from Tenant's title commitment and subsequent title policy, including, without limitation, an Owner's Title Affidavit in customary form sufficient to delete any exceptions for parties in possession and mechanics' or materialmen's liens; and

(ii) any documents reasonably required by Tenant's title company evidencing Landlord's authority to enter into this Lease, including, without limitation, certifications, votes and other documentation relating to Landlord's organizational structure; and

(iii) any other reasonable documentation listed in the "Requirements" section of Schedule B or B-1 of Tenant's title commitment.

(g) Within five (5) days after Tenant has delivered written notice to Landlord waiving Tenant's right to terminate this under Subsection 2.1(a) or (b) (the "Tenant Waiver Notice"), Landlord shall deposit in escrow with Chicago Title Insurance Company (the "Escrow Agent") the sum of Five Hundred Fifty Eight Thousand Dollars & No Cents (\$558,000.00) (the "Escrow Funds") as a contribution towards Tenant's Adjacent Property Work. Escrow Agent shall hold the Escrow Funds in an account in accordance with the terms and conditions provided in this Lease and shall be directed to disburse the Escrow Funds to Tenant upon Tenant's acceptance of possession of the Premises and shall be directed to disburse any interest earned on the Escrow Funds to Landlord if the Escrow Funds are held in Escrow in an interest bearing account. Prior to the expiration of the Evaluation Period, Landlord and Tenant agree to use good faith diligent efforts to enter into an escrow agreement in a form which is reasonably acceptable to Landlord, Tenant and Escrow Agent which incorporates the terms provided in this Subsection 2.1(g).

Subsection 2.2 Delivery of Premises.

(a) If this Lease shall not be terminated pursuant to Subsection 2.1 above, Landlord shall deliver possession of the Premises to Tenant free of all tenants and occupants (at Landlord's sole expense) and in an "as is" condition. Landlord agrees to give at least forty-five (45) days' prior notice to Tenant of the date when such possession will be available to Tenant, and Landlord shall not deliver said notice until all rights to terminate this Lease pursuant to Subsection 2.1 shall have expired.

(b) The term "Building" shall mean a building (on the Premises) which shall be constructed by Tenant with the following attributes: ground floor dimensions: approximately 95 feet by 142 feet; ground floor total square footage: approximately 13,225 square feet but shall contain at least 13,000 square feet; mezzanine and basement: not applicable; and the ground floor is outlined in green on Exhibit A-1 hereto.

Upon acceptance of delivery of possession of the Premises, Tenant shall do any demolition which it may desire and shall perform its initial construction, which shall result in the Building with, at Tenant's election, a single or double drive-through lane(s) and window(s); and paved parking areas and related improvements, including, without limitation, pylon sign structures and other signs, lighting poles and curbs and Tenant's Adjacent Property Work (collectively "Tenant's Work"). At Tenant's sole cost, Landlord promptly shall cooperate with Tenant (including the prompt signing of applications or petitions) in obtaining any necessary Permits (as defined in Subsection 2.1) and join in any grants or easements for any public utilities and facilities, or access roads, or other facilities useful or necessary to the operation of the Building and other improvements or the construction thereof. In addition, prior to possession but after Landlord receives the Tenant Waiver Notice, Tenant shall have a temporary construction

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easement over the Premises and Adjacent Property to access and demolish a portion of the existing building and to commence Tenant's Adjacent Property Work. In connection with Tenant's exercise of its rights under said temporary construction easement, Tenant agrees to use commercially reasonable efforts to minimize interference with the operation of the Existing Tenant's business. Tenant acknowledges and agrees that upon commencement of the demolition of the existing building located on the Premises and Adjacent Property, subject to delivery of possession of the Premises by Landlord in accordance with the terms of this Lease and Force Majeure, Tenant shall thereafter construct the Building and the Adjacent Property Work.

Subsection 2.3 Term.

(a) The term of this Lease shall commence on the date on which Landlord delivers possession of the Premises to Tenant in the manner and condition provided in Subsection 2.2 above, and Tenant accepts possession in accordance with the terms and conditions of this Lease (the "Commencement Date"), and shall expire twenty-five (25) years from the "Date of Rent Commencement" (as defined in Section 3(b) below), 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 (the "Initial Term") (the Initial Term and the Initial Term as the same may have been extended pursuant to paragraph (b) below, is also sometimes hereinafter referred to as the "Term").

(b) Tenant may extend the Term of this Lease for Ten (10) extension periods of Five (5) years each (each, a "Renewal Period"), upon all of the terms set forth in this Lease. Tenant may do so only if a Tenant's Default shall not exist under this Lease at the time of any such election, and by giving Landlord notice of each such election ("Extension Notice") not later than Six (6) months prior to the expiration of the then current Term, as the same may be extended by a Renewal Period. Tenant shall not be entitled to extend the Term of this Lease for any Renewal Period unless Tenant shall have extended the Term of this Lease for the preceding Renewal Period, if any.

Section 3. Rent

(a) Unless the Date of Rent Commencement occurs on or before April 1, 2012, commencing as of April 1, 2012 and until 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, Interim Ground Rent in the amount of Fifteen Thousand Four Hundred Sixteen Dollars and .67 cents (\$15,416.67) per month payable to Landlord no later than the fifth (5th) day of each month in advance, without demand or set-off, except as otherwise expressly provided by the terms of this Lease.

(b) 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, Fixed Rent in the amount set forth below, payable to Landlord no later than the fifth (5th) day of each month in advance, without demand or set-off, except as expressly provided by the terms of this Lease.

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(c) "Date of Rent Commencement" shall mean the earlier of: (i) the day which is one hundred eighty (180) days after the Commencement Date; or (ii) the day on which Tenant shall open for business.

All other charges due under this Lease shall accrue immediately upon the Date of Rent Commencement, subject to all of the other terms of this Lease. 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 Section 16 shall commence upon the Commencement Date of the Term.

<u>PERIOD</u>	<u>TOTAL ANNUAL FIXED RENT</u>	<u>MONTHLY INSTALLMENTS - Total Annual Fixed Rent</u>
From the Date of Rent Commencement through Year 25 and thereafter through the balance of the Initial Term	\$365,000	\$30,416.67
First Renewal Period	\$401,500	\$33,458.33
Second Renewal Period	\$441,650	\$36,804.17
Third Renewal Period	\$485,815	\$40,484.58
Fourth Renewal Period	\$534,397	\$44,533.04
Fifth Renewal Period	\$587,836	\$48,986.35
Sixth Renewal Period	\$646,620	\$53,884.98
Seventh Renewal Period	\$711,282	\$59,273.48
Eighth Renewal Period	\$782,410	\$65,200.83
Ninth Extension Period	\$860,651	\$71,720.91
Tenth Extension Period	\$946,716	\$78,893.00

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Section 4. Rent to be Net to Landlord.

It is the intention of the parties that the rent payable hereunder shall be net to Landlord, so that this Lease shall yield to Landlord the net annual rent specified herein during the Term of this Lease, except pursuant to the express provisions of this Lease.

Section 5. Use of Premises.

(a) The Premises may be used for a retail drug store and related uses, and/or for any other lawful purposes. Nothing contained in this Lease shall be deemed to impose upon Tenant, either directly, indirectly, constructively or implicitly, an obligation to open for business, or remain open and operating for any period or in accordance with any operating schedule, procedure or method.

Without limiting any rights of Tenant under this Lease, Tenant, subject to compliance with all governmental laws, 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).

(b) Except as provided below in this Section, Tenant shall not use, store or dispose of any Hazardous Substances (hereafter defined) 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 all applicable governmental laws.

(c) Tenant agrees, subject to Force Majeure and delivery of possession of the Premises by Landlord in accordance with this Lease, as required herein, to thereafter use good faith diligent efforts to construct the Building.

(d) Notwithstanding subdivision (a) above, Tenant shall not use the Premises for any use prohibited by Section 36 hereof or for any of the following uses: (i) sit-down restaurant; or (ii) church or place of worship.

Section 6. Taxes.

(a) Landlord shall pay to all Tax authorities, all real estate taxes and all assessments which may be levied against the Adjacent Property (collectively, "Taxes"). There shall be excluded from Taxes all income, estate, succession, inheritance, transfer and franchise taxes imposed upon Landlord; provided, however, that if at any time during the Term of this Lease the method of taxation of real estate shall be changed and as a result any other tax or assessment, however denominated and including, without limitation, any franchise, income, profit, use, occupancy, gross receipts or rental tax, shall be imposed upon Landlord with respect to the Premises, or the rents or income therefrom, in substitution for or in addition to, in whole or in part, any of the

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taxes or assessments listed in the preceding sentence, such other tax or assessment shall be included in and deemed part of Taxes, but only to the extent that the same would be payable if the Premises were the only property of Landlord.

(b) (i) Commencing as of the Date of Rent Commencement, Tenant agrees to reimburse Landlord for Tenant's Pro Rata Share (as defined below) of all such Taxes levied against the Premises and Adjacent Property with respect to each tax fiscal year (or portion thereof) of the Term occurring after the Date of Rent Commencement. Tenant's obligation hereunder shall exclude Tenant's Pro Rata Share of 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 Tenant's Pro Rata Share of the installments thereof due during the Term. At least thirty (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.

(ii) Tenant's Pro Rata Share for the purposes of this Section 6 shall mean: all of the Taxes assessed against the Building; and Tenant's Pro Rata Share (as defined in the next sentence) of Taxes assessed against the land of the Premises and Adjacent Property. Tenant's Pro Rata Share shall mean that proportion of the applicable costs described which the land included in the Premises bears to the land included in the Premises and Adjacent Property.

(c) Any sum payable to Landlord under this Section shall be paid by Tenant within thirty (30) days after receipt from Landlord of demand therefor, accompanied by copies of received Tax bills and a computation of Tenant's Pro Rata Share.

(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, but in any event Tenant shall continue to pay the Taxes until any such abatement or reduction of Taxes is granted by the applicable taxing authority. 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, provided, however, that Landlord shall be entitled to that portion of the rebate, if any, which pertains to any period during which Tenant was not responsible to pay for said Taxes. Landlord shall also have the right to contest the Taxes, provided that Landlord obtains Tenant's consent not to be unreasonably withheld.

(e) Intentionally omitted.

(f) 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 ten percent (10%) per annum.

(g) Intentionally omitted.

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(h) 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.

Section 7. Improvements, Alterations, Maintenance, Surrender, Construction Allowance.

Subsection 7.1 Improvements, Alterations, Maintenance, Surrender.

(a) (i) Tenant shall have the right, at its own cost and expense, to construct on any part or all of the Premises, at any time and from time to time, such buildings and other similar and dissimilar improvements as Tenant shall from time to time determine, including, without limiting the generality of the foregoing, a retail drug store and otherwise in accordance with Subsection 2.2(b); provided that the same shall be in compliance with all then applicable building codes and ordinances; and Landlord's approval shall not be necessary for any such improvements.

(ii) Without limiting the generality of Tenant's rights under subparagraph (a)(i) above, Tenant also shall have the right to install, maintain and replace in, on or over or in front of the Premises or in any part thereof such signs and advertising matter as may be consistent with any applicable requirements of governmental authorities having jurisdiction, and shall obtain any necessary permits for such purposes. Tenant shall also have the right to install, maintain and replace in the Premises temporary paper signs in its windows, consistent with Tenant's usual practice. As used in this Section 7(a)(ii), the word "sign" shall be construed to include any placard, light or other advertising symbol or object, irrespective of whether same be temporary or permanent.

(iii) Without limiting the generality of Tenant's rights under subparagraph (a)(i) above, Tenant also shall have the right to install, maintain and replace in, on or over or in front of the Premises or in any part thereof such satellite dishes and equipment as may be consistent with any applicable requirements of governmental authorities having jurisdiction, and shall obtain any necessary permits for such purposes.

(iv) Without limiting the generality of Tenant's rights under subparagraph (a)(i) above, Tenant also may, at its option and at its own cost and expense, at any time and from time to time, make such alterations, changes, replacements, improvements and additions in and to the Premises, and the buildings and improvements thereon, as it may deem desirable except that Tenant shall not be permitted to modify the size of the Building to a building containing less than 13,000 square feet of floor area unless if required in connection with a casualty or condemnation or after obtaining Landlord's consent, not to be unreasonably withheld, conditioned or delayed.

(v) Tenant, at its sole cost and without cost to Landlord, may construct a pylon structure on the Premises and install its sign thereon and shall provide space on said pylon for a sign panel for the Existing Tenant under the Divine Truth Lease in accordance with the terms of the Amendment to Lease for Divine Truth as approved by Tenant. Also, subject to obtaining any required permits, approvals and/or consents, Tenant shall be permitted to construct its own off-site pylon or monument structure.

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(vi) At Tenant's sole cost and at no cost to Landlord, Landlord agrees to cooperate with Tenant (including, without limitation, by signing applications) in obtaining any necessary Permits for any work (including, without limitation, sign installation) which Tenant is permitted to perform pursuant to this Lease.

(vii) At no additional rental charge to Tenant, Tenant may maintain a dumpster or similar refuse container and enclosure, a scissor lift, loading dock, and a single or double drive-through canopy(ies) and structure(s) attached to or near the Premises.

(viii) At no additional rental charge to Tenant, subject to compliance with all governmental laws, Tenant may maintain a trailer on the Premises for the purpose of storing inventory or fixtures. Such trailer shall not remain on the Premises for more than ninety (90) consecutive days in any one instance. Tenant shall maintain any such trailer in a neat, clean and presentable manner and in a location which shall not materially interfere with the access available for the benefit of the Adjacent Property as described in Section 1 of this Lease or visibility of the storefront of any building located on the Adjacent Property from the adjacent public roadways.

(b) Tenant shall, at all times during the Term of this Lease, and at its own cost and expense, keep and maintain or cause to be kept and maintained in repair and good condition (ordinary wear and tear and damage by fire or other casualty and taking by eminent domain excepted), all buildings and improvements at any time erected on the Premises, or used in connection therewith (such as a dumpster and enclosure, scissor lift, loading dock, and drive-through canopy(ies) and structure(s)) and shall use all reasonable precaution to prevent waste, damage or injury.

(c) 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 (except as provided in Section 16) and/or the elements excepted. The foregoing provision shall in no way be construed to limit or otherwise qualify Tenant's repair and maintenance obligations under Section 37 hereof. 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. In the event that Tenant does not remove said items from the Premises at the expiration or termination of the Term as contemplated in this Section, then Landlord may provide notice to Tenant that Landlord intends to remove said items, at Tenant's cost. If Tenant fails to remove said items within ten (10) days of receipt of said notice from Landlord, then Tenant shall be deemed to have abandoned said items and Landlord shall be entitled to remove and dispose of said items, at Tenant's expense.

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.

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Subsection 7.2 Construction Allowance.

(a) In consideration of Tenant's Work to the Premises, as described above, Landlord covenants, warrants and agrees to pay to Tenant following completion of such work by Tenant and twenty (20) days following receipt of written demand therefor by Tenant, the amount of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000) (defined as the "Construction Allowance" for purposes of this Lease). Prior to the demand by Tenant for the Construction Allowance, the following shall have occurred: (i) the substantial completion of Tenant's Work and the delivery to Landlord of a temporary certificate of occupancy. A "Certificate of Occupancy" is a Certificate of Occupancy or any equivalent documentation issued by a government official which confirms that the Building may be occupied and opened for business. If such sum shall not be paid as herein provided, time being of the essence, then Tenant, in addition to any other rights it may have hereunder, shall have the right to (i) drawn on the "Letter of Credit" (as that term is defined below) and/or (ii) deduct said amount from any and all Rent, (whether Fixed Rent, or additional rent) due or to become due hereunder until Tenant has been paid in full. The outstanding balance owing to Tenant shall earn interest, from the date payment is due hereunder, at a rate of Eighteen (18%) percent per annum, or at the maximum rate allowed by law, if such rate shall be less than Eighteen (18%) percent.

(b) Prior to the date on which Landlord shall deliver the Premises to Tenant, and prior to the Date of Rent Commencement, Landlord shall provide security to Tenant insuring that Tenant will be paid the Construction Allowance as aforesaid. Landlord shall, at its election, provide to Tenant one of the following methods of security for the benefit of Tenant: (i) a letter of credit (as further described below), or (ii) Landlord shall place the Construction Allowance in escrow with Chicago Title Insurance Company with terms of the escrow account providing for payment to Tenant of the Construction Allowance at such time as the conditions contained in Subsection 7.2(a) regarding payment of the Construction Allowance to Tenant have been satisfied.

If Landlord elects to provide security in the form of a letter of credit (the "Letter of Credit"), then the Letter of Credit shall be an irrevocable letter of credit obtained at Landlord's expense, which shall (i) be issued to Tenant in the amount of the Construction Allowance and otherwise in a commercially reasonable form which is reasonably acceptable to Landlord and Tenant; (ii) issued by a bank reasonably acceptable to Tenant upon which presentment may be made in La Vista or Omaha, Nebraska; and (iii) be for a term of not less than one (1) year, subject to extension in accordance with the terms hereof. The Letter of Credit shall be held by Tenant as security for the prompt payment by Landlord of the Construction Allowance. The Letter of Credit shall be renewed by Landlord, at Landlord's expense, on no less than a year-to-year basis so that the Letter of Credit remains in effect continually until the date that the Construction Allowance is paid in full. Each such renewal must occur not less than thirty (30) days prior to the then current expiration date therefor. The bank issuing the Letter of Credit and Landlord shall give Tenant notice of each extension of the Letter of Credit no later than thirty (30) days prior to the then current expiration date therefor. Upon Landlord's failure to pay to Tenant the Construction Allowance within the time period specified above (time being of the essence) then Tenant may draw down all or a part of the Letter of Credit. The application of all or any part of the cash proceeds of the Letter of Credit to any obligation or default of Landlord to pay the Construction Allowance pursuant to the terms of this Lease shall not deprive Tenant of

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any other rights or remedies Tenant may have nor shall such application by Tenant constitute a waiver by Tenant. Should Landlord pay the Construction Allowance to Tenant within the time period set forth above (time being of the essence), Tenant shall return the Letter of Credit to Landlord for cancellation with thirty (30) days of receipt by Tenant of the Construction Allowance. If Landlord does not renew the Letter of Credit as provided above or notice is not delivered to Tenant as provided above, then such failure to renew shall be a basis for Tenant to draw down the entire amount of the Letter of Credit, without the giving of any notice, and hold such amount, without liability for interest, as a cash security deposit for the payment of the Construction Allowance.

(c) In the event that a final certificate of occupancy has not been delivered to Landlord at the time of payment of the Construction Allowance, Tenant shall deliver the same to Landlord when it is available from the municipality, provided, however, that Tenant shall use commercially reasonable and diligent efforts to cause the issuance of a final certificate of occupancy following substantial completion of the Building and Tenant's Work.

Section 8. Requirements of Public Authority.

(a) During the Term of this Lease, Tenant shall, at its own cost and expense, promptly observe and comply with all laws, ordinances, requirements, orders, directives, rules and regulations of the Federal, State, County and Municipal Governments and of all other governmental authorities affecting the Premises or any part thereof, whether the same are in force at the commencement of the Term of this Lease or may in the future be passed, enacted or directed, and Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the covenants of this Section 8; provided, however, that nothing in this Section 8 shall impose any liability on Tenant in connection with any costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of any failure by Landlord to comply with its obligations under this Lease.

(b) Except for those obligations delegated to Tenant pursuant to subdivision (a) above, Landlord shall comply (or cause its tenants to comply) with all laws, ordinances, requirements, orders, directives, rules and regulations of the Federal, State, County and Municipal Governments and of all other governmental authorities which shall impose any duty with respect to the Adjacent Property.

(c) Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of the Tenant and Landlord agrees to cooperate with Tenant, without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in paragraph (a) of this Section 8 and, if therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding.

(d) At no cost to Landlord, Landlord agrees to execute and deliver any appropriate papers or other instruments which may be necessary or proper to permit Tenant so to contest the

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validity or application of any such law, ordinance, order, rule, regulation or requirement and to fully cooperate with Tenant in such contest.

Section 9. Covenant Against Liens.

(a) If, because of any act or omission of Tenant, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Landlord or any portion of the Premises, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within thirty (30) days after notice from Landlord to Tenant of the filing thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom. Tenant or its designees shall have the right to contest any such liens by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Tenant or its designees shall conduct promptly at its own cost and expense, and free of any expense to Landlord). Notwithstanding the foregoing, Tenant shall promptly pay and remove all such liens (of which Tenant has knowledge or notice) if, at any time, the Premises or any part thereof shall then be subject to immediate forfeiture as a result of the nonpayment thereof.

(b) If, because of any act or omission of Landlord, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Tenant or any portion of the Premises, Landlord shall, at its own cost and expense, cause the same to be discharged of record or bonded within thirty (30) days after notice from Tenant to Landlord of the filing thereof; and Landlord shall indemnify and save harmless Tenant against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom. Landlord or its designees shall have the right to contest any such liens by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Landlord or its designees shall conduct promptly at its own cost and expense, and free of any expense to Tenant). Notwithstanding the foregoing, Landlord shall promptly pay and remove all such liens (of which Landlord has knowledge or notice) if, at any time, the Premises or any part thereof shall then be subject to immediate forfeiture as a result of the nonpayment thereof.

Section 10. Access to Premises.

Landlord or Landlord's agents and designees shall have the right to enter upon the Premises at all reasonable times upon reasonable notice to examine same and to exhibit the Premises to prospective purchasers and prospective tenants, but in the latter case only during the last six (6) months of the Term of this Lease, as the same may have been extended; and provided that no such entry shall unreasonably interfere with the conduct of Tenant's business on the Premises.

Section 11. Assignment, Transfer and Subletting.

Tenant may, without the consent of Landlord, assign, transfer, license or sublease (in whole or in part or parts) this Lease or its rights hereunder (in whole or in part or parts) to use for any lawful purpose except for the uses restricted by Section 5(d) and Section 36 of this Lease. Tenant's right to assign, transfer, license and sublease shall be a continuing right and shall not be exhausted by a single exercise. Upon any such assignment, transfer, license or sublease, Tenant

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shall not be relieved of its obligations hereunder and shall remain primarily liable under this Lease and Guarantor shall remain obligated under the terms of the Guaranty for the obligations of Tenant hereunder.

Section 12. Subordination of the Lease.

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 form reasonably satisfactory to Tenant, 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.

Section 13. Landlord's Warranties and Representations.

Landlord represents and warrants to Tenant as follows:

(a) Tenant shall, upon paying the rent reserved hereunder and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed, peaceably and quietly have and hold, the Premises, without hindrance or molestation by any person or persons acting under or on behalf of Landlord, subject, however, to the terms of this Lease;

(b) Landlord has full right and authority to enter into this Lease and perform Landlord's obligations under this Lease, and has title to the Premises in fee simple, free and clear of all restrictions, leases, tenancies, and easements except as disclosed in the Leasehold Title Commitment referred to in Subsection 2.1(a)(iii) above, and that to Landlord's actual knowledge, there are no exclusive use restrictions in other tenants' leases, restrictive covenants or other agreements, and no other legal impediment, to Landlord's actual knowledge, any of 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 or Adjacent Property from being developed in accordance with the layout shown on Exhibit A-1 or Exhibit A-2, and Landlord shall not enter into any exclusive use restrictions, 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 or Adjacent Property from being developed in accordance with the layout shown on Exhibit A-1 or Exhibit A-2;

(c) Intentionally omitted.

(d) To Landlord's actual knowledge, the Premises is not subject to any existing claim for mechanics' liens. Landlord has not granted and during the Term shall not grant to anyone an exclusive right to sell goods or provide services that would limit or interfere with Tenant's right to use the Premises as permitted under this Lease;

(e) To Landlord's actual knowledge, Landlord has not received any written notice of any pending action to take by condemnation all or any portion of the Premises or the Adjacent Property;

(f) Intentionally omitted;

(g) To Landlord's actual knowledge, the Premises has not been classified under any designation authorized by law to obtain a special low ad valorem tax rate or receive either an abatement or deferment of ad valorem taxes which, in such case, will result in additional, catch-up ad valorem taxes in the future in order to recover the amounts previously abated or deferred;

(h) Intentionally omitted;

(i) There is no litigation and no other proceedings are pending relating to the Adjacent Property, the Premises or their use;

(j) Intentionally omitted;

(k) Intentionally omitted;

(l) Landlord has not (i) made a general assignment for the benefit of creditors, (ii) filed any involuntary petition in bankruptcy or suffered the filing of any involuntary petition by Landlord's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Landlord's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Landlord's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

(m) Landlord and Tenant acknowledge receipt of a Pre-Demolition Asbestos Survey and Hazardous Building Materials Assessment, dated September 17, 2010, prepared by Terracon Consultants, Inc., on behalf of Tenant's developer, (the "Report")

(n) Except as identified in the Report, to Landlord's actual knowledge, (i) no Hazardous Substance (defined below) is located on, in, or under the Adjacent Property or any portion thereof or the Premises.

(ii) To Landlord's actual knowledge, at no time has there been a Release (defined below) of any Hazardous Substance in, on, or under the Premises or Adjacent Property or any portion thereof.

(iii) To Landlord's actual knowledge, neither Landlord nor Landlord's Affiliates (defined below), tenants or subtenants have ever used the Premises or Adjacent Property or any portion thereof for the storage, manufacture, disposal, handling, transportation or use of any Hazardous Substance, nor, to Landlord's actual knowledge, has the Premises or the Adjacent Property or any portion thereof ever been used for the storage, manufacture, disposal, handling, transportation or use of any Hazardous Substance.

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(iv) There is no, nor, to Landlord's actual knowledge, has there ever been any investigation, administrative proceeding, litigation, regulatory hearing or other action proposed, threatened or pending, relating to the Premises or the Adjacent Property or any portion thereof and/or alleging non-compliance with or the violation of any Environmental Law (defined below).

(v) Landlord has disclosed to Tenant, or will within the Evaluation Period disclose to Tenant, all assessments, studies, sampling results, evaluations, reports and investigations commissioned by Landlord or within Landlord's possession or control relating to the environmental condition of the Premises or the Adjacent Property or any portion thereof and has delivered or will deliver true and correct copies thereof to Tenant.

(vi) To Landlord's actual knowledge, there are not now and were not at any time during which Landlord or Landlord's Affiliates, tenants or subtenants had any interest in the Premises or the Adjacent Property, nor to Landlord's actual knowledge, have there ever been, any above-ground or underground storage tanks located in, on or under the Premises or the Adjacent Property.

For purposes of this Lease:

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, Compensation 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.

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 "Release" shall mean and refer to any spilling, leaking, pumping, pouring, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, including the abandonment or discarding of barrels, drums, containers, tanks, or other receptacles containing or previously containing any Hazardous Substance.

The term "Landlord's Affiliates" shall mean and refer to (i) any spouse, ancestor, descendant or sibling of Landlord; (ii) any corporation in which Landlord is or was an officer, director, or shareholder; (iii) any partnership in which Landlord is or was a partner; (iv) any trust which is or was for the benefit of Landlord or any spouse, ancestor, descendant or sibling of Landlord; (v) any limited liability company ("LLC") in which Landlord is or was a member or

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manager; (vi) if Landlord is a partnership, any partner of Landlord; (vii) if Landlord is a corporation, any officer, director or controlling shareholder of Landlord; (viii) if Landlord is an LLC, any member or manager of Landlord; and (ix) any other person or entity sharing common ownership with, or having an interest directly or indirectly in, Landlord.

- (o) Intentionally omitted.
- (p) Intentionally omitted.
- (q) Intentionally omitted.

The foregoing representations and warranties set forth in this Section 13 are express representations and warranties which Tenant shall be entitled to rely but subject to any investigation or inquiry made by, or any knowledge of, Tenant as of the Date of this Lease. Landlord shall indemnify, protect, defend and hold Tenant forever harmless from and against any and all claims, actions, judgments, liabilities, liens, damages, penalties, fines, costs and expenses, including but not limited to attorneys' fees, costs of defense and expert/consultant fees, and increased costs of construction, asserted against, imposed on, or suffered or incurred by Tenant (or the Premises) directly or indirectly arising out of or in connection with (i) any Hazardous Substances that have been introduced at any time by Landlord (or those acting under Landlord); and (ii) any breach of the foregoing representations and warranties. Consummation of this Lease by Tenant with knowledge of any such breach shall not constitute a waiver or release by Tenant of any claims arising out of or in connection with such breach. Tenant acknowledges that Landlord shall have no responsibility with regard to any asbestos containing materials in existence at the Premises (including the existing building) as of the Date of this Lease or any other Hazardous Materials in existence at the Premises (including the existing building) identified in the Report.

The parties acknowledge that liability with respect to any Hazardous Substances which are introduced to the Premises by any unrelated or unaffiliated third party to both Landlord and Tenant, or any third party which is not acting under Landlord and Tenant, shall be determined and resolved pursuant to all applicable laws.

The foregoing representations, warranties and indemnity of Landlord contained in this Section 13 shall survive the expiration or sooner termination of this Lease. Any reference contained in this Section 13 to Landlord's actual knowledge shall refer to the actual knowledge of Landlord as of the date of this Lease without any duty to investigate.

Section 14. Confidentiality.

(a) For purposes of this Section 14, "Permitted Party" shall mean Landlord's attorneys, accountants, architects, engineers and/or brokers or an existing or prospective purchaser, mortgagee.

(b) Landlord covenants and agrees that it will not publish or display, nor allow any other person or entity, including a Permitted Party, to publish or display, this Lease in any medium of mass communication, including, without limitation, the internet, brokerage publications and listing services, newspapers, magazines, journals, radio or television.

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Section 15. Indemnity.

(a) Except to the extent that such liability is excluded pursuant to Landlord's indemnity under subparagraph (b) below, Tenant shall indemnify and save harmless Landlord from and against any and all liability, damage, penalties or judgments, any and all actions, suits, proceedings, claims, demands, assessments, costs and expenses, including, without limitation, legal fees and expenses, incurred in enforcing this indemnity, arising from injury to person or property sustained by anyone in and about the Premises (or any part thereof including sidewalks, steps, railings, driveways and parking lot appurtenant thereto) for matters arising as of the Commencement Date and continuing throughout the Term, including injury to person or property arising out of Tenant's business being conducted at the Premises. Tenant shall, at its own cost and expense, defend any and all suits or actions, just or unjust, which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter, claim or claims, except as may result from the acts set forth in subparagraph (b) below.

(b) Except to the extent that such liability is covered under Tenant's indemnity of Landlord under subparagraph (a) above, and subject to Section 13 and Section 16(h), Landlord shall defend, indemnify and hold Tenant harmless from all costs, expenses, claims or demands of whatever nature arising from Landlord's affirmative acts or negligence or the affirmative acts or negligence of its officers, agents, licensees, invitees, servants, employees or contractors. Otherwise, Landlord shall not be responsible or liable for any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Premises. In case any action or proceeding is brought against Tenant by reason of any such liability included pursuant to Landlord's indemnity under this subparagraph (b), Landlord, upon written notice from Tenant, shall, at Landlord's expense, resist or defend such action or proceeding.

Section 16. Insurance.

(a) During the Term of this Lease, Tenant shall maintain All-Risk insurance for the Building for at least 100% 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.

(b) Any insurance maintained by Tenant pursuant to subparagraph (a) and subparagraph (c) of this Section 16 shall name Landlord as an additional insured.

(c) Tenant shall also maintain General Liability coverage, including Broad Form Endorsement, on an occurrence basis; in combined policy limits of not less than \$2,000,000.00 and not in excess of \$5,000,000.00 per occurrence for bodily injury and for property damage with respect to the Premises.

(d) If, at any time during the Term, the Building shall be damaged in whole or in part by fire, the elements or other casualty, Tenant, at Tenant's sole cost, as speedily as circumstances permit, shall repair said damage and restore the Building to the same condition which existed immediately prior to the occurrence of said casualty. The Term shall be tolled by a period of

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time equal to the time between the date of the casualty and the date on which Tenant 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 (not to exceed twelve (12) months in the aggregate for each casualty) during which the Building is rendered incapable of use for the normal conduct of Tenant's business, including a reasonable period, not to exceed thirty (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 untenantable or incapable of such use.

The foregoing notwithstanding, if the Building is partially or totally destroyed during the last two (2) years of the initial term, or during the last two (2) years of any extension period, then Tenant may elect not to restore the Building, and to terminate this Lease, upon notice to Landlord, and all obligations of Tenant shall terminate upon such termination of this Lease.

If Tenant shall terminate this Lease pursuant to this Section, then Tenant shall assign to Landlord all insurance proceeds relating to the Building (and not to Tenant's personal property, satellite communications dish and equipment, computer and other equipment, fixtures and shelving or inventory).

(e) All insurance coverage required to be carried hereunder shall be carried with insurance companies licensed to do business in the State of Nebraska; 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 endeavor to notify the other party hereto at least thirty (30) days prior to any cancellation of such insurance.

(f) 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.

(g) Tenant may carry such All-Risk and/or General Liability insurance through blanket insurance covering the Premises and other locations of Tenant and/or of Tenant's affiliates.

(h) Notwithstanding anything in this Lease to the contrary, Landlord and Tenant each waives any rights of action for negligence against the other party and such party's affiliates, 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.

(i) Upon the Commencement Date, Tenant shall make available to Landlord a certificate of the insurance which Tenant is required to maintain hereunder (which, at Tenant's option, may be done by giving Landlord access to an internet web site containing such information).

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Section 17. Condemnation

(a) If the entire Premises, 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 forty-five (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 to reflect the reduction in the size of the Premises. In such case, Landlord, at Landlord's own expense, as speedily as circumstances permit, shall repair all damage to the Premises and the Building as shall have been caused by such partial taking, including restoring the Building to a complete architectural unit, if applicable. Fixed Rent and other charges payable hereunder shall abate until the Premises shall have been restored to a tenantable condition, including a reasonable period, not to exceed thirty (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 sixty (60) parking spaces, Tenant shall notify Landlord thereof. If, within ninety (90) days after Landlord's receipt of such notice, additional parking is not provided by Landlord equal to the number by which it has been decreased below sixty (60) parking spaces, then Tenant may, upon thirty (30) days' notice to Landlord (i) 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 by Landlord equal to the number by which it has been decreased below sixty (60) parking spaces. The additional parking to be provided by Landlord pursuant to this subsection (b) shall be within and/or contiguous to the Premises in a location acceptable to Tenant in its reasonable discretion or shall be within the Adjacent Property.

(c) If, due to a taking, there shall be an impediment with respect to any curbcut of the Premises or Protected Curbcut identified on Exhibit A-2, which impediment shall materially adversely affect any means of ingress or egress between the Premises and any abutting street, then Tenant shall notify Landlord thereof. If, within ninety (90) days after Landlord's receipt of such notice, such impediment shall not be removed, then Tenant may, upon ten (10) days' written notice to Landlord terminate this Lease

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(d) If the Lease is terminated as a result of a taking, or if there are award proceeds from a partial taking in excess of those needed to restore the Premises, the award proceeds (or the excess award proceeds, as the case may be) shall be divided between Landlord and Tenant in the following proportions and priorities:

(i) First, the award proceeds shall be paid divided between Landlord and Tenant such that Tenant receives One Dollar (\$1.00) and Landlord receives Two Dollars (\$2.00) for every Three Dollars (\$3.00) awarded until Tenant shall have received aggregate proceeds in the amount of Seven Hundred Thousand Dollars (\$700,000).

(ii) Secondly, any remaining award proceeds shall belong to Landlord except for any separate awards which may be made for Tenant's relocation expenses which shall belong to Tenant provided that such award shall not decrease the amount of Landlord's award as provided in subparagraph (d)(i) above.

Section 18. Defaults

Subsection 18.1 Defaults of Tenant.

(a) Tenant shall be in "Default" if (i) Tenant shall not have paid Rent or any other amount payable by Tenant pursuant to this Lease within ten (10) days following Tenant's receipt of written notice from Landlord stating that such payment was not made prior to its due date (a "Monetary Default"); or (ii) Tenant shall not have performed any of the other covenants, terms, conditions or provisions of this Lease within thirty (30) days after Tenant's receipt of written notice specifying such failure; provided, however, that with respect to those failures that cannot with due diligence be cured within such thirty (30) day period, Tenant shall not be deemed to be in default hereunder if Tenant commences to cure such default within such thirty (30) day period and thereafter continues the curing of such default with all due diligence (a "Non-Monetary Default").

(b) If Landlord shall claim that Tenant is in Default, Landlord shall have the right to institute from time to time an action or actions (i) to recover damages (exclusive of consequential or special damages), (ii) for injunctive and/or other equitable relief, or (iii) only in the event of Monetary Default, to recover possession of the Premises and terminate this Lease.

(c) In the event of any termination of this Lease in accordance with the provisions of paragraph (b) above, Tenant shall pay to Landlord all Rent, and other sums required to be paid by Tenant to and including the date of such termination, reentry or repossession; and, thereafter, Tenant shall, until the end of what would have been the Term of this Lease in the absence of such termination, reentry or repossession, and whether or not the Premises shall have been relet, be liable to Landlord for, and shall pay to Landlord, as agreed current damages: (i) all Rent and other sums that would be payable under this Lease by Tenant in the absence of such termination, reentry or repossession, less (ii) the net proceeds, if any, of any reletting effected for the account of Tenant, after deducting from such proceeds all of Landlord's expenses in connection with such reletting (including, but not limited to, repossession costs, brokerage commissions, and reasonable attorneys fees and expenses, but expressly excluding any alteration costs or expenses

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of preparation for such reletting). Landlord shall use reasonable efforts to mitigate any such damages owed by Tenant. Tenant shall pay such current damages on the days on which Rent would be payable under this Lease in the absence of such termination, reentry or repossession, and Landlord shall be entitled to recover the same from Tenant on each such day. Alternatively, at Tenant's option, Tenant shall, whether or not the Premises shall have been relet, be liable to Landlord for, and shall pay to Landlord, as liquidated damages, an amount equal to the excess, if any, of (i) the Rent required herein during the period from the date of such expiration, termination, reentry or repossession to and including the end of what would have been the Term of this Lease in the absence of such termination, reentry or repossession, discounted at the current Prime Rate over (ii) the then fair market rental value of the Premises for the same period, also discounted at the said Prime Rate. "Prime Rate" shall mean the rate (or the average of rates, if more than one rate appears) inserted in the blank of the "Money Rate" section of the Wall Street Journal (Eastern Edition) in the Section reading "Prime Rate ____%."

Subsection 18.2 Defaults of Landlord

(a) If Landlord shall fail to observe or perform any provision hereof and such failure shall continue for thirty (30) days after notice to Landlord of such failure, then a Default of Landlord shall exist under this Lease, provided, however, that in the case of any such failure which cannot with diligence be cured within such thirty (30) day period, if Landlord shall commence promptly to cure the same and thereafter prosecute the curing thereof with diligence, the time within which such failure may be cured shall be extended for such period as is necessary to complete the curing thereof with diligence.

(b) If a Default of Landlord shall have occurred and be continuing, Tenant shall have the remedies available by the express terms of this Lease and if no remedy is provided under this Lease then Tenant may have the remedies available at law or in equity provided that in no event may Tenant terminate this Lease, abate or offset Fixed Rent or any other charges due under this Lease, except as expressly provided by the terms of this Lease.

Subsection 18.3 Rights to Cure

Each party shall have the right, but shall not be required, to pay such sums or do any act which requires the expenditure of monies which may be necessary or appropriate by reason of the Default of the other party to perform any of the provisions of this Lease. In the event of the exercise of any such right by Landlord, Tenant agrees to pay to Landlord forthwith upon demand all such sums, as an additional charge. In the event of the exercise of such right by Tenant, Landlord agrees to pay to Tenant forthwith upon demand all such sums.

Section 19. Waivers; Remedies.

Failure of Landlord or Tenant to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. No acceptance by Landlord of any partial payment shall constitute an accord or

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satisfaction but such payment shall only be deemed a partial payment on account. Notwithstanding any remedies expressly set forth in this Lease (except as expressly set forth herein), all rights and remedies provided for in this Lease or otherwise existing at law or in equity are cumulative, and a party's exercise of any right or remedy under this Lease or under applicable law is not exclusive and shall not preclude such party from exercising any other right or remedy that may be available to it at law or in equity.

Section 20. Transfer of Title.

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.

Section 21. Force Majeure.

In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, 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. The provisions of this Section 21 shall not be applicable with respect to payment of money and shall not apply to the obligations set forth in Subsection 2.1(d) hereof.

Section 22. Notices.

Whenever, pursuant to this Lease, notice or demand shall or may be given to either of the parties or their assignees 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 by mailing the same to the other party by certified mail, return receipt requested, or by overnight nationally-recognized courier service provided a receipt is required, at its Notice Address set forth below, 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).

Notices shall be sent:

If to Landlord, to:

Susan Sandelman, Trustee of the Esan Trust
c/o Kin Properties, Inc.
185 N.W. Spanish River Boulevard
Suite 100
Boca Raton, Florida 33431-4230
Tel: (561) 620-9200

with a copy to:

Susan Sandelman, Trustee of the Esan Trust
c/o Kin Properties, Inc.
185 N.W. Spanish River Boulevard
Suite 100
Boca Raton, Florida 33431-4230
Attn: General Counsel

or, if to Tenant, to:

Nebraska CVS Pharmacy,
One CVS Drive
Woonsocket, RI 02895
Attn: Property Administration Department, Store No. 2741

Section 23. Certificates.

Either party shall, without charge, at any time and from time to time hereafter, within fifteen (15) business days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (a) as to whether this Lease has been supplemented or amended (and, if it shall have been supplemented or amended, specifying the manner in which it has been supplemented or amended); (b) as to whether this Lease is in full force and effect (and, if it is alleged that this Lease is not in full force and effect, specifying the reasons therefor); (c) as to the date to which Rent has been paid; (d) as to whether any condition exists which constitutes a default hereunder or which, but for the passage of time or the giving of notice or both, would result in a default by Landlord or Tenant hereunder (and, if such condition exists, specifying the nature thereof); (e) as to whether there exist any offsets, counterclaims or defenses thereto on the part of the other party; (f) as to the commencement and expiration dates of the Term of this Lease and the number of outstanding options to extend the Term of this Lease; (g) as to whether or not all work required to be performed by Landlord and/or Tenant with respect to the construction and development of any improvement(s) on the Premises has been performed in accordance with the terms of this Lease; and (h) as to such other matters as reasonably may be requested. Any such certificate may be relied upon by the party requesting it and any other person, firm or corporation to whom the

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same may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing same.

Section 24. Governing Law.

This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Premises are located.

Section 25. Holdover.

If Tenant shall hold the Premises after the expiration of the Term hereof, such holding over shall, in the absence of written agreement on the subject, be deemed to have created a tenancy from month to month terminable on thirty (30) days notice by either party to the other, at a monthly rental equal to one hundred fifty percent (150%) of the monthly rental payable during the last year of said Term.

Section 26. Intentionally omitted.

Section 27. Waiver of Jury Trial.

Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other, upon any matters whatsoever arising out of or in any way connection with this Lease, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage.

Section 28. Severability.

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remaining terms, covenants, conditions and provisions shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 29. Memorandum of Lease; Notice of Termination of Lease

Each party shall at any time, at the request of the other party, promptly execute and deliver duplicate originals of an instrument, in recordable form, which will constitute a Memorandum of Lease, setting forth a description of the Premises and the Adjacent Property, the Term of this Lease and any other portions thereof, excepting the rental provisions, as such other party may request.

At the expiration or earlier termination of this Lease, each party shall, at the request of the other party, promptly execute and deliver duplicate originals of an instrument, in recordable form, which will constitute a notice of the termination of this Lease, setting forth a description of the Premises and the effective date of termination or expiration of the Term of this Lease. Said obligation contained in the preceding sentence shall survive the expiration or earlier termination of this Lease.

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Section 30. Interpretation.

Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. 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.

Section 31. Entire Agreement.

No oral statement or prior written matter shall have any force or effect. Landlord and Tenant agree that neither party is relying on any representations or agreements other than those contained in this Lease. This Lease shall not be modified or canceled except by writing subscribed by all parties.

Section 32. Parties.

Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors, administrators and assigns.

Section 33. Brokers' Commissions.

(a) The Named Broker is as follows: Orange Realty LLC.

(b) Tenant and Landlord represent and warrant to each other that neither has had any negotiations, dealings or conversations with any broker or agent, licensed or otherwise in connection with this Lease, other than the Named Broker, if any. Landlord and Tenant each covenants to protect, defend, hold harmless and indemnify the other from and against any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of or in connection with any other claim by any brokers or agents for brokerage commissions relating to this Lease alleged to be due because of negotiations, dealings or conversations with the indemnifying party. Landlord warrants and agrees that it shall be responsible to pay the Named Broker a commission in the amount of Thirty-Seven Thousand Five Hundred Dollars and No Cents (\$37,500.00) pursuant to a separate agreement.

Section 34. Right of First Refusal.

Landlord hereby grants to Tenant the right to purchase all or any portion of the Premises on the following terms and conditions (the "Right of First Refusal"):

(a) If Landlord should at any time during the Term receive a bona fide offer to purchase all or any portion of the Premises (the "Refusal Offer") from a third party and Landlord desires to accept such offer, Landlord shall deliver to Tenant a notice (the "Acquisition Notice")

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setting forth the name of the prospective purchaser and the terms and conditions of such Refusal Offer.

(b) Tenant shall have thirty (30) days from receipt of the Acquisition Notice to exercise its Right of First Refusal by delivering notice thereof to Landlord. Delivery of such notice shall obligate Tenant to purchase the Premises (or the applicable portion thereof) on the date which is sixty (60) days after receipt of the Acquisition Notice (or any earlier date requested by Tenant) and on the terms and conditions set forth in the Acquisition Notice, provided however, that no such notice by Tenant of its exercise of such Right of First Refusal shall be binding on Tenant or Landlord unless such notice is also executed by the Leasehold Mortgagee if a Leasehold Mortgage shall at that time be in force and effect. In the event Tenant shall not elect to exercise its Right of First Refusal or fails to timely deliver notice within the thirty (30) day period, Tenant shall conclusively be deemed to have waived its Right of First Refusal as to the transaction described in the Acquisition Notice in question and Landlord may thereupon proceed to sell the Premises (or portion thereof) on the terms and conditions and to the party specified in the Acquisition Notice in question, and in the event the Premises (or portion thereof) is sold as set forth in the Acquisition Notice in question, the Right of First Refusal shall be applicable to any future sales, and this Lease shall remain in full force and effect. Modifications may be made in the offer outlined in the Acquisition Notice without the necessity of resubmitting the offer to Tenant, provided that the purchase price is not reduced, the payment terms are not changed, and provided that the closing date is not extended for a period in excess of one hundred eighty (180) days.

(c) Tenant shall have no right to exercise the Right of First Refusal at any time when a Tenant's Default exists hereunder, and no such Right of First Refusal shall be deemed exercised unless all of the provisions of Section 34(b) hereof shall have been satisfied. The period during which Tenant may exercise the Right of First Refusal shall not be extended by reason of Tenant's inability to exercise such Right of First Refusal as a result of the existence of a Tenant's Default hereunder.

Section 35. Exclusive.

(a) (i) Landlord warrants and agrees that Landlord will not lease any space on the Adjacent Property, or permit the use of any such space, for a health and beauty aids store, a greeting card and gift store (except as provided in Section 35(a)(iii) below), a candy store, a store offering one-hour or other on-site photo processing, a vitamin store, a pharmacy mail order facility, a drug store, a pharmacy prescription department, a retail health center, 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 Landlord's Affiliates, hold or acquire any interest in any land immediately adjacent to the Premises or at the same intersection as the Premises, in the event that the Premises is located at an intersection, (whether accomplished directly by direct ownership, or indirectly through the use of leases, cross-easement agreements or similar documents), during the Term, Landlord agrees that (unless any premises on said land are already so leased and/or used) Landlord shall not allow any of the premises on such land to be leased or to be used for a health and beauty aids store, a greeting card and gift store (except as provided in Section 35(a)(iii) below), a candy store, a store offering one-hour or other on-site photo processing, a vitamin store, a pharmacy mail order facility, a drug store, a pharmacy prescription department, a retail health center, and/or a Dollar Store.

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(iii) Notwithstanding anything to the contrary contained in Section 35(a)(i)-(ii), Tenant acknowledges and agrees that during the term of the Divine Truth Lease (as it may be extended), the current tenant as of the Date of this Lease under the Divine Truth Lease, Divine Truth, Inc., doing business as Divine Truth Christian Store (and its Affiliates), shall not be prohibited from using the space which is the subject of the Divine Truth Lease, as amended by the Amendment to Lease for Divine Truth, for the sale of gifts, greeting cards, and related items except said space shall not be used as a non-sectarian store substantially devoted to the sale of gifts and greeting cards such as a "Hallmark" store.

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

(c) If Landlord shall violate any of the provisions of this Section and shall not cure such violation within sixty (60) days after receipt of Tenant's notice thereof, Tenant, at any time thereafter, upon ten (10) days prior written notice to Landlord, may: (i) 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. Tenant's Fixed Rent shall be so reduced until such time as such violation is permanently cured.

(d) The provisions of Section 35(c) notwithstanding, if any breach of Tenant's exclusive rights under this Section 35 shall occur solely as a result of an action taken by a tenant, provided that Landlord did not contribute to the creation of such breach, Landlord shall use commercially reasonable efforts to enforce, by legal action if necessary, such exclusive rights of Tenant, and under such circumstances, Landlord's failure to succeed in enforcing such rights shall not be a default hereunder. Tenant shall also be entitled as a third party beneficiary, to enforce such exclusive rights on a joint basis with Landlord.

Section 36. Additional Use Restrictions on Adjacent Property.

Subject to the rights of the Existing Tenant in the Divine Truth Lease, Landlord warrants that it will not lease any space in the Adjacent Property or allow any such space to be used for the following purposes: a pinball, video game, or any form of entertainment arcade; a gambling or betting office, other than for the sale of lottery tickets; a massage parlor; a cinema, theater, video store or bookstore selling, renting, or exhibiting primarily material of a pornographic or adult nature; an adult entertainment bar or club; a bowling alley; a roller skating or ice skating rink; a billiards parlor or pool hall; a firearms shooting range or any other use which creates or causes excessive noise; a cinema or theater; a health club or exercise salon which contains more than three thousand five hundred square feet of floor area; any type of educational or vocational institution; a flea market; a warehouse; a facility which performs on-site dry cleaning; a gas station; a facility which performs on-site auto repair; or an office except that an office containing less than 1,500 square feet shall be permitted and an office which is incidental to a permitted retail use shall be permitted.

Section 37. Maintenance of Parking and Exterior Areas.

With respect to the parking and other exterior areas of the Premises, Tenant shall keep the same in good order and repair, including performing the following, pursuant to good and accepted business practices throughout the Term: repairing, resurfacing, repaving, re-striping, resealing, and

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replacing, if necessary, of the parking areas; 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. With respect to Protected Drives and Protected Curbcuts located on the Adjacent Property, Landlord shall be responsible to cause the same to be in good order and repair, including performing the following (or causing the performance of the following), pursuant to good and accepted business practices throughout the Term: repairing, resurfacing, repaving, resealing, and replacing, if necessary, of the Protected Drives and Protected Curbcuts located on the Adjacent Property.

Section 38. Tenant's Audit Rights.

Tenant may audit Landlord's Tax charges, but not more than once annually. Access to Landlord's records shall be provided to Tenant within thirty (30) days after Tenant's request therefor. If such access is not provided, Tenant shall be relieved of its obligation to pay Tenant's Pro Rata Share of such charges until access is provided. Landlord agrees to maintain its 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 five percent (5%) of the actual costs, then Landlord shall pay to Tenant the reasonable cost of such audit, plus interest on the overstated amount at the rate of ten percent (10%) per annum. In any event, Landlord shall repay any amount owing to Tenant as a result of any overstatement.

Section 39. Utilities.

Tenant agrees to pay for all utilities consumed by it in the Premises, prior to delinquency.

Section 40. Parking.

If, due to any reason other than a "Condemnation" as defined in Section 17, the parking areas of the Premises shall be decreased below sixty (60) 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 sixty (60) parking spaces, then Tenant may, upon thirty (30) days' notice to Landlord: (i) 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 Adjacent Property and/or contiguous to the Premises in a location acceptable to Tenant in its reasonable discretion.

Section 41. Adjacent Property Layout.

(a) Landlord warrants and agrees that there shall be no buildings constructed and/or located in the hatched area on the Adjacent Property shown on Exhibit A-2 as the "No Build Area." and there will be no change to any of the Protected Drives or Protected Curbcuts (as shown on Exhibit A-2) located on the Adjacent Property.

(b) (i) If Landlord shall violate this Section 41, and shall not cure such violation within sixty (60) days after receipt of notice thereof, then at any time thereafter until such violation

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shall be cured, Tenant may terminate this Lease upon thirty (30) days notice to Landlord, and this Lease shall so terminate unless Landlord shall cure such violation within said thirty (30) 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 Section 41 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 Section 41 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.

Section 42. Attorneys' Fees.

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.

Section 43. Rent Payments.

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 notice of the appointment and the extent of the authority of such agent shall be given to Tenant by the one appointing such agent.

Tenant shall have no obligation to pay rent or any other amount due hereunder until Tenant has received 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 form and/or such other information and/or form from Landlord that is required by the Internal Revenue Service and/or by any other federal, state or local governmental 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 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 withholding for or on account of any tax, with any such form or document to be accurate and

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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 Tenant, Tenant may withhold such amounts from any payments due to or for the benefit of Landlord under this Lease. The provisions of this 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 thereunder.

Section 44. Notice of Landlord Transfers.

Landlord may freely transfer the Premises and this Lease without the consent of Tenant; however, Landlord shall give Tenant notice of the transfer of its interest in the Premises by delivery of a Notice of Transfer in substantially the form attached to this Lease as Exhibit B-1; provided, that the failure to give such Notice of Transfer shall not be a default by Landlord under this Lease. Until Landlord gives Tenant notice in accordance with the terms of this Lease of a transfer of the Premises 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 B-2 (provided, that the failure to give such Notice of Transfer shall not be a default by Landlord under this Lease; and provided, further, that until Landlord gives 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 transfer of its interest in the Premises, or of a controlling interest in Landlord, as provided in this Section 44, Landlord shall deliver to Tenant a completed Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, or any successor form or any similar form required by any other taxing authority that is reasonably requested, in order to allow the Tenant 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 complete and accurate and to be executed and delivered with any required certification; provided, that the failure of Landlord to deliver any such form or document shall not be a default by Landlord under this Lease. The provisions of this Section 44 shall be enforceable by an action for specific performance or an action for actual damages (but not consequential, exemplary or punitive damages) against any party failing to comply with its obligations hereunder.

Section 45. Interest.

For the purposes of this Lease, "Interest" shall mean the lesser of the Prime Rate plus 2% per annum, or the maximum rate allowed by law. In the event Landlord or Tenant fails to pay any amount when due to the other party within ten (10) days after notice that payment is late, the defaulting party shall pay the non-defaulting party such amount plus Interest accruing from the original date such amount was due until such amount is ultimately paid.

Section 46. Anti-Terrorism Representation and Warranty

Landlord and Tenant each represent and warrant that neither they nor the officers and directors controlling Landlord and Tenant, respectively, are acting, directly or indirectly, for or

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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 Tenant, Tenant may withhold such amounts from any payments due to or for the benefit of Landlord under this Lease. The provisions of this 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 thereunder.

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Section 46. Anti-Terrorism Representation and Warranty

Landlord and Tenant each represent and warrant that neither they nor the officers and directors controlling Landlord and Tenant, respectively, are acting, directly or indirectly, for or

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on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation. Each party agrees to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including but not limited to reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

[signatures on next page]

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LANDLORD

Susan Sandelman as Trustee of the Esan Trust

By: Susan Sandelman
Susan Sandelman, as Trustee

TENANT

Nebraska CVS Pharmacy, L.L.C.

By: M
Name: MARK T. MILLER
Title: Vice President

CVS Legal Approval: Kimberly Sigler,
Mintz Levin

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EXHIBIT A

REAL ESTATE DESCRIPTION - PREMISES

PART OF LOTS 1282A AND 1282B1, LAVISTA, IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST, THENCE N87°13'10"E FOR 173.05 FEET ALONG THE NORTH LINE OF SAID SECTION 14; THENCE S02°46'50"E FOR 50.07 FEET TO THE POINT OF BEGINNING. THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET FOR THE FOLLOWING FOUR (4) COURSES; (1) N87°12'10"E FOR 232.03 FEET; (2) S02°48'31"E FOR 32.13 FEET; (3) N87°05'20"E FOR 35.02 FEET; (4) N83°57'54"E FOR 14.72 FEET; THENCE S02°47'31"E FOR 177.67 FEET ALONG THE EAST LINE OF SAID LOT 1282B1; THENCE S87°12'10"W FOR 385.38 FEET; THENCE N01°54'43"W FOR 109.85 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE N43°01'32"E FOR 142.15 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF 84TH STREET TO THE POINT OF BEGINNING.

- CONTAINS AN AREA OF 73,605.0 SQ. FT. OR 1.690 ACRES MORE OR LESS.

EXHIBIT A-1
SITE PLAN - PREMISES

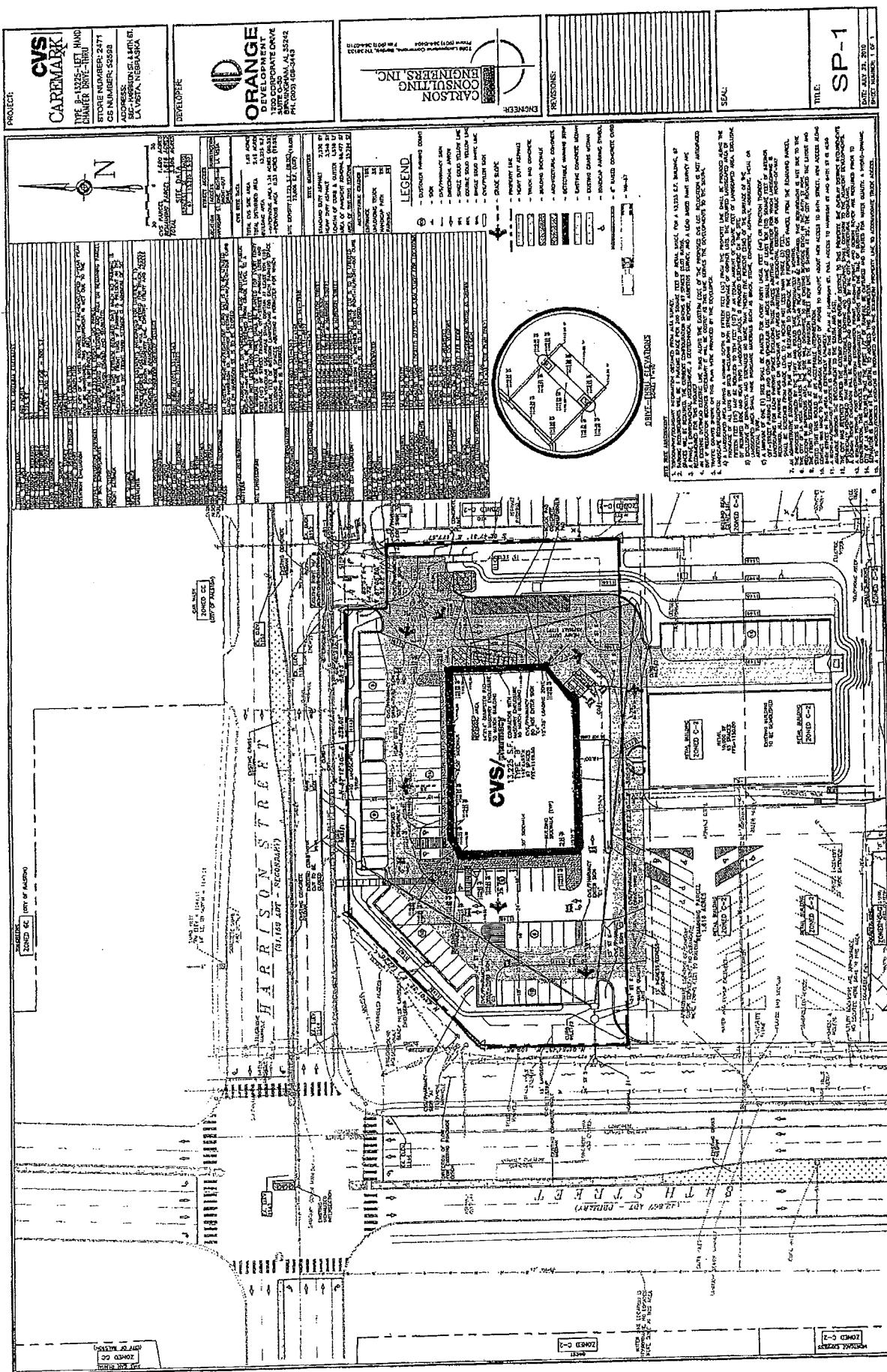


Exhibit A-1

EXHIBIT A-2

SITE PLAN – ADJACENT PROPERTY

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PROJECT: CVS CAREMARK PHARMACY CRAFTS STORE NUMBER 20000 ADDRESS: 10140 LA VISTA, NEBRASKA	DEVELOPER: ORANGE DEVELOPMENT 100 CORPORATE DRIVE SUITE 100 PHOENIX, ARIZONA 85024	CONSULTING ENGINEERS, INC. 1000 19TH STREET, SUITE 1000 DENVER, COLORADO 80202 PHONE: (303) 296-1000 FAX: (303) 296-1010	REVISIONS: ECHOEER	SEAL:	TITLE: SK-2	DATE: DECEMBER 22, 2000 SHEET NUMBER: 1 of 1
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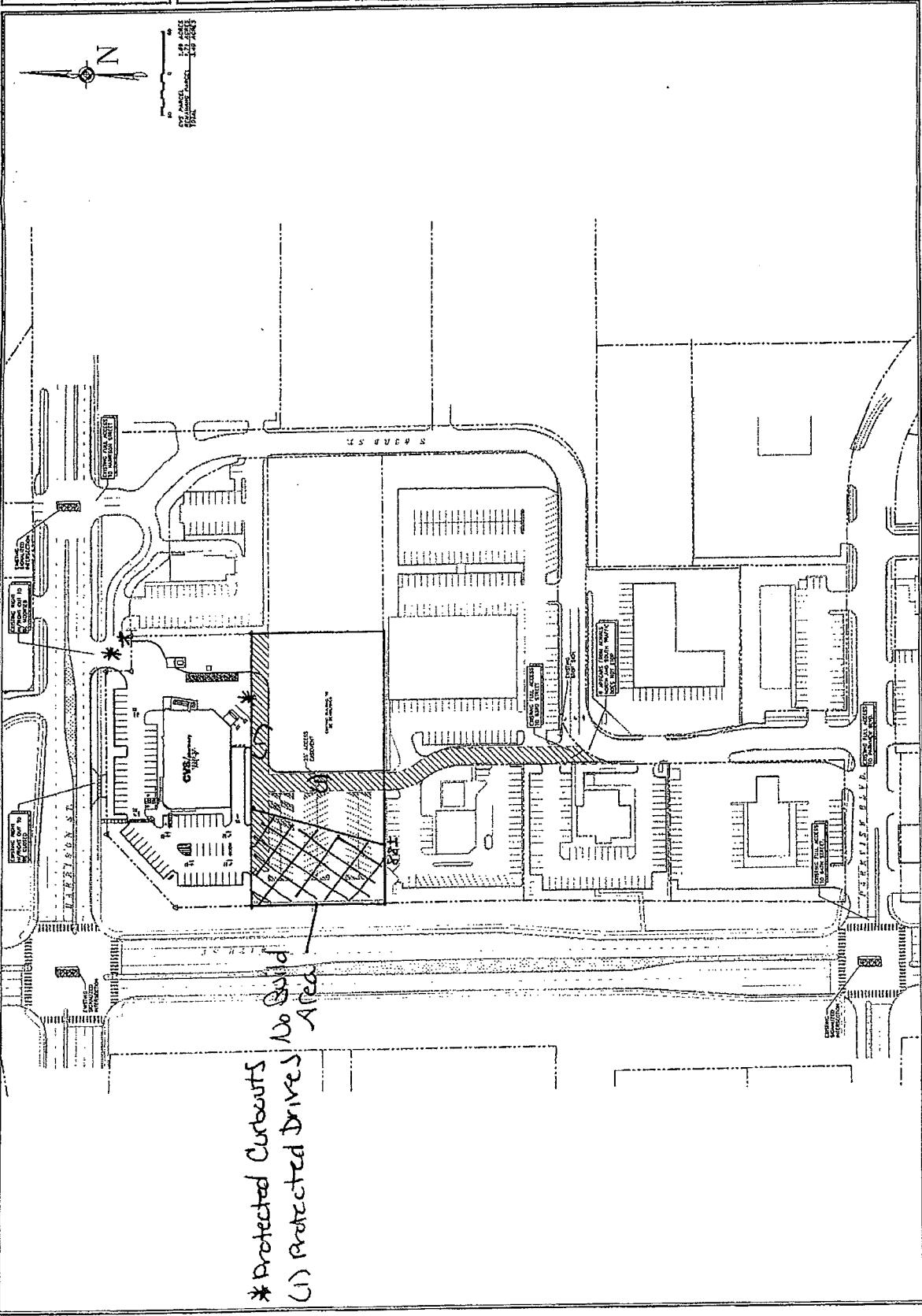


Exhibit A-2

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EXHIBIT A-3

ADJACENT PROPERTY LEGAL DESCRIPTION

PART OF LOTS 1282A, 1282B1 AND ALL OF LOTS 1282I1A, 1282I1B, 1282J1A AND 1282J1B, LAVISTA, IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST, THENCE N87°13'10"E (ASSUMED BEARING) FOR 173.05 FEET ALONG THE NORTH LINE OF SAID SECTION 14; THENCE S02°46'50"E FOR 50.07 FEET; THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET FOR THE FOLLOWING FOUR (4) COURSES; (1) N87°12'10"E FOR 232.03 FEET; (2) S02°48'31"E FOR 32.13 FEET; (3) N87°05'20"E FOR 35.02 FEET; (4) N83°57'54"E FOR 14.72 FEET; THENCE S02°47'31"E FOR 177.67 FEET ALONG THE EAST LINE OF SAID LOT 1282B1 TO THE POINT OF BEGINNING; THENCE CONTINUING S02°47'31"E FOR 182.07 FEET ALONG THE EAST LINE OF SAID LOTS 1282B1, 1282I1A AND 1282I1B; THENCE S87°12'49"W FOR 388.17 FEET ALONG THE SOUTH LINE OF SAID LOTS 1282I1B AND 1282J1B; THENCE N01°54'43"W FOR 182.01 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE N87°12'10"E FOR 385.38 FEET TO THE POINT OF BEGINNING.

- CONTAINS AN AREA OF 70,405.2 SQ. FT. OR 1.616 ACRES MORE OR LESS.

one story building

approx

