

LEASE

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

PART I

1. Date of Lease: January 21, 2009
2. Landlord name, and state of and type of entity: A & D Realty, LLC
a Maine limited liability company
FID # 52-2376903
3. Landlord business address: c/o Winslow Property Management
5 Militia Drive
Lexington, MA 02421
Attention: Frank Normandin
Telephone: 781-674-2020
4. Landlord notice address: A & D Realty, LLC
c/o Winslow Property Management
5 Militia Drive
Lexington, MA 02421
- with copy to: Michael E. Rubin, Esquire
c/o Rubin, Weisman, Colasanti, Kajko &
Stein, LLP
430 Bedford Street, Suite 190
Lexington, MA 02420
5. Tenant name, and state of and type of entity: CVS State Capital, L.L.C.
a Maine limited liability company
6. Tenant business address: One CVS Drive
Woonsocket, RI 02895
7. Tenant notice address: One CVS Drive
Woonsocket, RI 02895
Attn: Property Administration
Department, Store No. 329

Premises, if any, and any separate awards which may be made for Tenant's relocation expenses, business interruption, and the like.

ASSIGNMENT AND SUBLETTING -

15. (a) Tenant shall have the right to assign this Lease, or to sublet the whole or any part of the Premises, for use for any lawful purpose, provided: Landlord's consent is first obtained, which consent Landlord agrees not to unreasonably withhold, delay or condition; and that Tenant and Guarantor shall remain liable for the obligations of Tenant hereunder.

(b) Notwithstanding Article 15(a), Tenant shall have the right, without Landlord's consent, to: (i) assign this Lease, or sublet the whole or any part of the Premises, for any lawful purpose, to any entity of which, at the time, Tenant shall be a direct or indirect subsidiary or affiliate, or which shall own, directly or indirectly, all of the ownership interests in Tenant, or to any subsidiary or affiliate of an entity which at the time Tenant shall be a subsidiary or affiliate, or which shall own, directly or indirectly, all of the ownership interest in Tenant, provided that Guarantor (but not Tenant) remains fully liable for the obligations of Tenant hereunder; (ii) assign this Lease to any party acquiring all or substantially all of the assets of Tenant's store at the Premises by purchase, merger, consolidation, or otherwise, provided that Guarantor (but not Tenant) remains fully liable for the obligations of Tenant hereunder or (iii) sublease or license a portion of the Premises for use as a retail health center.

(c) As used in this Article 15, the term "any lawful purpose": shall be notwithstanding Article 4(a); shall be subject to Article 4(c); and shall not compete directly with any exclusive use right granted by Landlord to any other tenant in the Shopping Center, provided that such exclusive right shall not affect Tenant's rights pursuant to Article 4(a) and Landlord provided Tenant with written notice of such exclusive prior to the grant thereof and prior to the date Tenant commenced such use in the Premises.

ALTERATIONS -

16. Tenant shall not make any structural alterations or exterior alterations to the Premises without, in each instance, obtaining Landlord's written consent, which consent Landlord agrees not to unreasonably withhold, delay or condition. However, Tenant may, without Landlord's consent, make non-structural alterations to the Premises interior.

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

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

SIGNS -

17. At Tenant's sole cost, Tenant may install, replace and relocate on the Premises exterior, such signs, awnings, lighting effects and fixtures as may be used from time to time by Tenant (collectively, "Signs"). Tenant shall maintain and repair such Signs. Tenant also may place in its windows: Tenant's standard paper signs in its windows in accordance with Tenant's regular advertising and promotional programs; and/or neon signs. At Tenant's sole cost, Landlord agrees to cooperate with Tenant (including signing applications) in obtaining any necessary Permits for Tenant's Signs. All Signs of Tenant shall comply with Laws.

PYLON/MONUMENT SIGN -

18. If permitted by Laws, Tenant, at its sole cost, may: install its signs in the most prominent positions on any pylon sign structures or monument sign structures located on the Shopping Center; and, if no such pylon structures or monument sign structures shall exist, construct its own pylon structures or monument sign structures and install its signs thereon. At Tenant's sole cost, Landlord agrees to cooperate with Tenant (including signing applications) in obtaining any necessary Permits for any pylon or monument signs and/or structures.

SURRENDER -

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

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


SUBORDINATION OF LEASE -

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

LANDLORD:

A & D Realty, L.L.C.

WITNESS:



BY:


NAME: Daniel P. Buse, Jr.

TITLE: Manager

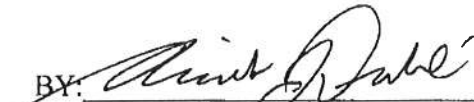
TENANT:

CVS STATE CAPITAL, L.L.C.

WITNESS:



BY:



Ricardo J. Dube

Vice President

CVS LEGAL APPROVAL: Diane Glass ^{Ned L. Cram}