

GROUND LEASE

This Ground Lease (the "Lease"), dated as of the 29 day of June, 2006 (the "Effective Date"), by and between GH&G TARPON, LLC, a Florida limited liability company, with its principal place of business at 1399 Church Street, Decatur, Georgia, 30030 with a tax identification or employer identification number of 76-082887 ("Landlord"), and CVS EGL TARPON SPRINGS, LLC, a Florida limited liability company, with its principal place of business at One CVS Drive, Woonsocket, Rhode Island, 02895; Attn: Lease Administration ("Tenant"). (As of the date hereof, the Premises is designated as CVS store #709.)

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 Tarpon Avenue (a/k/a County Highway 582) and U.S. Highway 19 in the Municipality of Tarpon Springs, County of Pinellas, State of Florida, and more particularly described in the legal description set forth in Exhibit A hereto, together with any and all appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto and existing improvements, but specifically excluding any underground storage tanks and any Hazardous Substances (as hereinafter defined) which were released into, became a part of, or were located upon the Premises prior to the Commencement Date (as hereinafter defined) (all the foregoing hereinafter referred to as the "Premises"). The Premises is outlined in red on Exhibit A-1 hereto (the "Site Plan").

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

(a) (i) Within ten (10) days after the Effective Date of this Lease, Landlord shall deliver to Tenant the "Due Diligence Information", defined as the following documentation or information relating to the Premises: title information, surveys, Phase I and Phase II

environmental reports, geo-tech soils reports, and asbestos/demolition reports, to the extent such reports or information are in Landlord's possession or under Landlord's control.

(ii) 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.

(iii) Landlord covenants and agrees that any underground storage tanks shall be removed from the Premises prior to the Commencement Date. In the event that upon the removal of such underground storage tanks it is determined that the Premises is contaminated with Hazardous Substances, then: (A) Landlord shall create a remediation plan for the removal of such Hazardous Substances, subject to Tenant's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed, provided that such remediation plan does not materially, adversely affect the construction of the Building or the operation of Tenant's business from the Premises; (B) Landlord shall cause such remediation plan to be implemented as soon as is reasonably practical; and (C) action taken to remove such Hazardous Substances pursuant to the terms of said approved remediation plan shall not constitute a breach of any of the terms or provisions of this Lease. Notwithstanding anything to the contrary set forth herein, the Commencement Date shall be postponed: (Y) until such time as any remediation plan referenced in clause (A) above has been established and mutually approved; and (Z) if the implementation of such remediation plan and removal of such Hazardous Substances materially and adversely affects the construction of the Building or the operation of Tenant's business from the Premises such that Tenant is unable to operate its business in the ordinary course from the Premises, until such time as such remediation and removal is complete to an extent necessary to eliminate such material and adverse effects.

(iv) If Landlord shall not fulfill its obligations pursuant to subparagraph (iii) above within sixty (60) days, subject to Force Majeure (as said term is hereinafter defined), then, Tenant may pay (subject to reimbursement as provided below) for the cost of Landlord's said obligations and to oversee the contractors and consultants performing Landlord's obligations, on Landlord's behalf. If Tenant shall elect to so oversee the contractors and consultants, then Tenant shall do so at Landlord's sole cost, and Tenant shall commence to do so within sixty (60) days from Tenant's election. Landlord shall cooperate with Tenant in order to enable Tenant to oversee the consultants and contractors on Landlord's behalf, and upon request of Tenant, Landlord shall promptly execute all reports or other documents to be submitted to any governmental agencies with respect to the remediation of any Hazardous Substances on the Premises. Landlord shall pay Tenant for reasonable costs incurred by Tenant pursuant to this subparagraph (iv) within thirty (30) days after receipt of Tenant's bill with supporting documentation. If Landlord shall not so pay Tenant, then Tenant may deduct such costs from Fixed Rent.

(v) [Intentionally omitted]

(vi) Whether or not this Lease shall be terminated pursuant to this Section 2, Tenant shall have no liability with respect to any Hazardous Substances (as defined in Section 13(n)) or underground storage tanks discovered as a result of any tests, inspections or studies performed by Tenant hereunder, or as a result of any performance by Tenant of Landlord's obligations as described in subsection (iv) of this Subsection 2.1.

(b) The Outside Delivery Date shall mean May 31, 2007. If, subject to Force Majeure, 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), 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, Landlord shall deliver possession of the Premises to Tenant in accordance with the terms hereof. Landlord may exercise the right of termination described in this subparagraph (b) only if Landlord has acted in good faith and with due diligence to deliver the Premises to Tenant in accordance with the terms hereof, and has failed to so deliver the Premises for reasons beyond its control. Said right to terminate shall be Tenant's sole remedy if Landlord shall have acted in good faith and with due diligence to deliver the Premises to Tenant in accordance with the terms hereof.

(c) The Outside Landlord Acquisition Date shall mean May 31, 2007. If, on or before the Outside Landlord Acquisition Date, Landlord shall not have acquired good and clear record and marketable fee simple title to the Premises (as such record title is described in the hereinafter described Title Policy Proforma), then, at any time thereafter (but prior to the acquisition by Landlord of such title to the Premises), 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, Landlord shall acquire such title to the Premises. Landlord may exercise the right of termination described in this subdivision (c) only if Landlord has diligently pursued, in good faith, the acquisition of such title to the Premises, and has failed to acquire same for reasons beyond its reasonable control.

(d) Notwithstanding anything to the contrary in this Lease, in no event shall Tenant be obligated to accept possession of the Premises, nor will the Premises be deemed to have been delivered to Tenant as contemplated in Section 2.1(b) above, until (x) all "Permits" have been issued to Tenant or Landlord has provided Tenant with evidence demonstrating that all Permits are available for issuance to Tenant subject only to payment of the applicable permit fees (the "Permit Availability Letter") and (y) the REA Amendment (as said term is hereinafter defined) has been executed and recorded. For purposes hereof, the REA Amendment is the amendment of the REA (as said term is hereinafter defined) in the form attached hereto as **Exhibit K** with such modifications to said form, if any, as have been approved by Tenant in the exercise of Tenant's reasonable discretion (For purposes hereof, the REA is deemed to be that certain Reciprocal Easement Agreement dated June 9, 1998, by and between Mobil Oil Corporation and America's Oil Express, Inc., recorded in Official Records Book 10137, Page 1259, of the public records of Pinellas County, Florida.). "Permits" shall mean those permits and other licenses, or approvals identified in **Exhibit B** hereto issued by any governmental or quasi-governmental authority necessary to enable Tenant to construct the Building (as said term is hereinafter defined). Subject to the reimbursement of costs described below, Landlord shall be solely

responsible for obtaining the Permits on Tenant's behalf or for providing the Permit Availability Letter in the event that Landlord cannot cause the Permits to be issued on account of the fact that the construction plans are in Tenant's name. Tenant agrees to reimburse Landlord for the items described in **Exhibit C** hereto (the "Soft Cost Items"), provided that Tenant shall not be obligated to reimburse Landlord for the Permits in the event that Tenant has paid for the Permits, which reimbursement shall be for the amount actually incurred by Landlord for the Soft Cost Items, not to exceed one hundred and ten percent (110%) of the "Budget Total Amount" shown on the Soft Cost List (said "Budget Total Amount" shall not include the Permits and Impact Fees in the event that Tenant has paid for the Permits and Impact Fees). Subject to the cap on reimbursement costs described in the preceding sentence, Tenant agrees to reimburse Landlord for the Soft Cost Items within thirty (30) days after the later of: (i) the date that possession of the Premises has been delivered to Tenant in accordance with the terms of Subsection 2.2 below or (ii) the date of Tenant's receipt of Landlord's invoice for costs incurred by Landlord on account of the Soft Cost Items, together with reasonably acceptable back-up documentation evidencing such amounts due.

The Outside Government Permits Date shall mean May 31, 2007. Unless, on or before the Outside Government Permits Date, (1) the Permits have been issued to Tenant, or the Permit Availability Letter has been delivered to Tenant, and (2) the REA Amendment has been executed and recorded, Landlord or Tenant may terminate this Lease, and this Lease will so terminate. Landlord may exercise the right of termination described in this subdivision (d) only if Landlord has diligently pursued, in good faith, the acquisition of said Permits and the execution and recordation of the REA Amendment, and has failed to acquire or to complete same for reasons beyond its reasonable control. Landlord and Tenant shall have the right to extend the Outside Government Permits Date in the event site plan approval, zoning variances, special use permits, street or alley abandonments or similar relief is necessary for the Building, or if additional time is needed to procure and record the REA Amendment, for a period of up to an additional ninety (90) days. Landlord and Tenant shall notify the other, in writing, of its election to extend the Outside Government Permits Date prior to the original Outside Government Permits Date.

(e) Notwithstanding anything to the contrary in this Lease, in no event shall Tenant be obligated to accept possession of the Premises, nor will the Premises be deemed to have been delivered to Tenant as contemplated in Section 2.1(b) above, until Tenant shall have:

(i) [Intentionally omitted]

(ii) received the SNDA (as said term is in Section 12 (b)) signed by Landlord and by the existing Mortgagee (as said term is hereinafter defined); and

(iii) received a leasehold policy of title insurance with respect to the Premises and the easements benefiting the Premises arising out of the REA as amended by the REA Amendment, in the form attached hereto as **Exhibit D** (the "Title Policy Proforma"), subject to such modifications as are approved by Tenant, which approval shall not be unreasonably withheld, conditioned, or delayed, which Title Policy Proforma has been signed and delivered by the issuing title company (the "Title Company"), or its agent, in the ordinary course to cause the Title Policy Proforma to be a binding policy of title insurance in favor of the Tenant, and

which Title Policy Proforma has been revised to show the face amount of the policy as Three Million 00/100 Dollar (\$3,000,000.00) (subject to the reasonable approval of the Title Company, Tenant may cause the face amount of such Policy to be increased, in which event Tenant shall pay the premium for such increase in insurance directly to the Title Company.), and to delete the pre-printed exceptions. Tenant covenants and agrees to execute and deliver all documents as may be reasonably required by the Title Company from the insured as a condition for issuing such title policy (the title exceptions described in Schedule B of the Title Policy Proforma, excluding the pre-printed exceptions, are hereinafter collectively referred to as the "Permitted Title Exceptions"); and

(iv) received a Memorandum of Lease pursuant to Section 29, which Memorandum of Lease has either been recorded in the real estate records of the county where the Premises is located, or such Memorandum of Lease has been sent to such county for recording; and

(v) The REA Amendment has been executed and recorded.

(f) Landlord shall deliver to Tenant within ten (10) days after receipt of Tenant's request therefor:

(i) any documents reasonably required by the Title Company to remove the standard title exceptions from the Title Policy Proforma 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 the 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 documentation reasonably required by the Title Company from the owner of fee title to the Premises.

Subsection 2.2

(a) If this Lease shall not be terminated pursuant to Subsection 2.1 above, then Landlord shall deliver possession of the Premises to Tenant free of all tenants and occupants, and otherwise in an "as is" condition, but with all personal property of any previous tenant removed therefrom. All such work shall be substantially completed on the date of delivery of possession of the Premises to Tenant. Landlord agrees to give at least ten (10) 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.

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

If Landlord shall fail to fully complete all of its work (which work is specified in this Subsection 2.2 and in Subsection 2.1(a)) on or before the date Tenant takes possession of the Premises, then Tenant may send Landlord a "punch list" of items which remain to be completed. On receipt of such punch list, Landlord shall have seven (7) days to complete the items designated therein, and if Landlord shall fail to do so within said seven (7) day period, then Tenant may complete the items on behalf of Landlord and deduct the entire cost of completion of such items from rent and other charges due hereunder. Notwithstanding anything to the contrary herein, if Tenant is unable to complete its work or open for business as a result of incomplete items on the punch list, then, in addition to any other rights Tenant may have hereunder, the Date of Rent Commencement will be delayed for a number of days equal to the number of days that Tenant is delayed from completing its work or from opening for business.

(b) The term "Building" shall mean a building (on the Premises) which shall be constructed by Tenant with the following attributes: ground floor dimensions: 95' by 137'; ground floor total square footage: 13,013 [irregular]; mezzanine square footage: 1,760; basement square footage: N/A; upper floors: N/A; and the ground floor is outlined in green on the Site Plan, which Building, in all material respects, shall conform to the Site Plan and to the CVS/pharmacy Florida Inland 13K-Right Prototype dated August 1, 2004, the cover page to which is attached hereto as **Exhibit F**.

Upon acceptance of delivery of possession of the Premises, Tenant may do any demolition which it may desire and shall perform its construction of the Building, 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. In doing Tenant's work, Tenant shall comply with Section 7 hereof. 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.

(c) Promptly following the written request of Landlord from time to time, Tenant shall confirm in writing that all conditions described in this Lease for delivery of the Premises to Tenant have been satisfied, or if this is not the case, specifying those conditions that have not been satisfied.

Subsection 2.3

(a) The term of this Lease shall commence on the date on which the Premises are delivered to Tenant in the manner and condition provided in Subsection 2.2 above (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 six (6) 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 one hundred and eighty (180) days 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. Notwithstanding anything to the contrary contained herein, Tenant’s right to extend the Term of this Lease hereunder shall not terminate or be extinguished due to Tenant’s failure to give Landlord an Extension Notice as herein provided unless and until (i) Landlord shall have notified the Leasehold Mortgagee (as hereinafter defined), if any, of such failure; and (ii) the Leasehold Mortgagee shall have failed to exercise the Renewal Option on behalf of Tenant within thirty (30) days of such notice from Landlord.

(c) [Intentionally omitted]

Section 3. Rent

(a) Commencing as of the Date of Rent Commencement (as said term is hereinafter defined), Tenant shall pay to Landlord, at the business address of Landlord specified on Page 1 hereof, or at such other address as Landlord shall have designated, from time to time, by notice to Tenant, the Fixed Rent 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 otherwise expressly provided in this Lease.

Fixed Rent and all other charges due under this Lease shall accrue immediately upon the later of (i) the date Landlord acquires fee title to the Premises; and (ii) the thirtieth (30th) day after (a) the Permits are issued to Tenant or the Permit Availability Letter has been delivered to Tenant, and (b) the REA Amendment has been executed and recorded, subject to all of the other terms of this Lease (“Date of Rent Commencement”). If the Date of Rent Commencement shall be on any day other than the first day of a calendar month, Fixed Rent and other charges for such month shall be pro rated on a per diem basis. The foregoing notwithstanding, Tenant’s obligation to provide insurance pursuant to Section 16 shall commence upon the Commencement Date of the Term.

<u>PERIOD</u>	<u>ANNUAL FIXED RENT</u>	<u>MONTHLY INSTALLMENTS</u>
Initial Term	\$312,000.00	\$26,000.00
First Renewal Period	\$327,600.00	\$27,300.00
Second Renewal Period	\$343,980.00	\$28,665.00
Third Renewal Period	\$361,179.00	\$30,098.25

Fourth Renewal Period	\$379,237.95	\$31,603.16
Fifth Renewal Period	\$398,199.85	\$33,183.32
Sixth Renewal Period	\$418,109.84	\$34,842.49

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.

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. Except as expressly provided in this Section 5, nothing contained in this Lease shall be deemed to impose upon Tenant, either directly, indirectly, constructively or implicitly, an obligation to remain open and operating for any period or in accordance with any operating schedule, procedure or method. Tenant shall be responsible for performing all obligations to be performed on the part of the owner of the Premises pursuant to the REA, including, without limitation, the Landlord's obligation to construct and maintain the Monument Sign and the Drainage Facility. Notwithstanding anything contained in this Lease to the contrary, Tenant's use of the Premises, Tenant's rights and privileges under this Lease, and Landlord's duties and obligations under this Lease, shall be subject to the terms and conditions contained in those provisions of that certain Purchase and Sale Agreement dated January 17, 2006, between ExxonMobil Oil ("Exxon") and GH&G Florida, LLC, a Florida limited liability company that are attached hereto as Exhibit G and made a part hereof (the "Exxon Provisions"). Landlord shall not modify, amend, append to, or eliminate from the Exxon Provisions without the prior written consent of Tenant. To the extent that Exxon is obligated to address a matter pursuant to the terms of the Exxon Provisions, then neither Tenant nor, except as set forth in the immediately succeeding sentence, Landlord shall be obligated to address such matter, notwithstanding anything contained in this Lease to the contrary. Landlord covenants and agrees that it shall make a commercially reasonable effort to cause Exxon to take the action to be taken by Exxon pursuant to the terms of the Exxon Provisions, including, without limitation, litigation against Exxon to the extent reasonably necessary.

(b) Anything in this Lease, express or implied, to the contrary notwithstanding, Landlord agrees that Tenant shall be under no duty or obligation, either express or implied, to open, or thereafter to continuously conduct, its business in the Premises at any time during the Term, provided that Tenant agrees to fully stock and open its door for business to the public in the Premises for one (1) day only within three hundred and sixty-five (365) days following the Date of Rent Commencement, and Tenant further agrees to complete construction of the Building within three hundred and sixty-five (365) days from the Commencement Date.

(c) [Intentionally Omitted]