



RETURN RECORDED DOCUMENT TO:

WALGREEN CO.
200 Wilmot Road, Dept. #2252
Deerfield, Illinois 60015
Attn: Lola Allen-Muhammad

This Instrument Prepared by:
Matthew S. Moran
200 Wilmot Road, Deerfield, Illinois 60015



MEMORANDUM OF LEASE

By this Memorandum of Lease, made the 23 day of November, 1999, between RP AMY LLC, an Illinois limited liability company, hereinafter called "Landlord", and WALGREEN CO., an Illinois corporation, hereinafter called "Tenant";

Landlord has leased to Tenant, and Tenant has rented from Landlord, for the term commencing December 1, 2000, and continuing to and including November 30, 2060, as such dates shall be adjusted pursuant to a lease of even date herewith between the parties hereto (the "Lease") and subject to prior termination as therein provided, the premises to include both the real property and building and other improvements, appurtenances, easements and privileges belonging thereto, at the southeast corner of Amy Drive and Sauk Trail in the City of Richton Park, County of Cook and State of Illinois, as shown on the plan attached hereto and made a part hereof as Exhibit "A" and as legally described on Exhibit "B" attached hereto and made a part hereof and hereinafter referred to as the "Leased Premises".

For purposes of this Memorandum of Lease, Tenant shall pay a rent of One Dollar (\$1.00) per year.

Provisions for additional rent and the other terms, covenants and conditions of said letting, including the options on the part of Tenant for prior termination, are set forth at length in the Lease and all of said provisions, terms, covenants and conditions are, by reference thereto, hereby incorporated in and made a part of this Memorandum of Lease.

9/11/00

The Lease, among other things, contains the following provisions:

PARKING

Landlord will enter into that certain Cross Access Easement Agreement (the "CAE") in form acceptable to Tenant, under which Tenant, its customers, employees, agents, invitees, successors and assigns shall be granted the non-exclusive easement for pedestrian and vehicular ingress and egress and parking over and through all driveways, accessways, sidewalks, ramps and other access points upon the parcel adjacent to and immediately east of the Leased Premises (the "Adjacent Parcel"). In addition, said CAE will impose certain restrictions including the exclusive use restrictions contained in Article 8 of this Lease against said Adjacent Parcel. Landlord covenants that it will enforce all rights, covenants and agreements granted Tenant pursuant to said CAE and will enforce such restrictions as are contained in said CAE. Landlord covenants and agrees that it shall not enter into any agreement modifying said CAE without the prior written consent of Tenant (which consent shall not be unreasonably withheld). Until such time as said CAE is executed and recorded against the Adjacent Parcel and proof of the same is delivered to Tenant, Tenant shall have no obligation to accept delivery of possession of the Leased Premises.

EXCLUSIVES

8. (a) Landlord covenants and agrees that, during the Term and any extensions or renewals thereof, no additional property which Landlord, directly or indirectly, may now or hereafter own or control, and which is contiguous to or which is within five hundred (500) feet of, any boundary of the Leased Premises, will be used for any one or combination of the following: (i) the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind; (ii) the operation of a medical diagnostic lab or the provision of treatment services; (iii) the sale of so-called health or beauty aids or drug sundries; (iv) the operation of a business in which photofinishing services or photographic film are offered for sale; (v) the operation of a business in which greeting cards or gift wrap are offered for sale; and (vi) the operation of a business in which food items for off premises consumption are offered for sale (provided that the sale of food items prepared on the premises for off-premises consumption by a "quick service" restaurant [e.g., McDonald's, Burger King, Kentucky Fried Chicken, Taco Bell, Subway, and the like] or an "accommodation" food user [e.g., Starbucks, Cinnabons, Dunkin' Donuts, Mrs. Fields', a yogurt shop, and the like] shall not be prohibited by this subparagraph [vi]). In the event that Tenant files suit against any party to enforce the foregoing restrictions, Landlord agrees to cooperate fully with Tenant in the prosecution of any such suit, and reimburse Tenant for all of attorneys' fees and court costs incurred by Tenant in connection with such suit, notwithstanding its resolution. For purposes hereof "contiguous"

shall mean property that is either adjoining the Leased Premises or separated from the Leased Premises only by a public or private street, alley or right-of-way. This Section (a), as it applies to medicinal drugs, shall not apply to doctors, dentists or veterinarians who dispense sample doses of medicinal drugs to their patients during office visits, without fee or remuneration of any kind, or to doctors, dentists or veterinarians who administer medicinal drugs to their patients during office visits whether or not any fee or remuneration is received therefor.

(b) In the event that any action, claim or suit is brought by any party against Tenant alleging that Tenant's operations on the Leased Premises are in violation of any use restriction contained in any instrument, Landlord shall defend (by counsel reasonably satisfactory to Tenant), indemnify and hold Tenant harmless from any damages, loss, or cost (including, without limitation, attorneys' fees and costs) suffered by Tenant thereby, or from the enforcement of said restriction against Tenant. No encumbrance, lien, or restriction recorded against or otherwise imposed upon the Leased Premises shall be binding upon or otherwise enforceable against Tenant or its successors and assigns unless Tenant has expressly and in writing, consented to said recordation or imposition; any such purported encumbrance, lien or restriction to which Tenant has not consented shall be void. The foregoing restriction against the imposition or recordation of other liens, encumbrances or restrictions shall be deemed a covenant running with the land in addition to any contractual obligation of Landlord.

RIGHT OF FIRST REFUSAL

(a) In the event that Landlord shall receive a Bona Fide Offer to purchase the Leased Premises at any time and from time to time on or after the date hereof and during the Initial Term and Term of this Lease or any extensions thereof from any person or entity, Landlord shall so notify Tenant (Attn.: Law Department with a duplicate notice to the Real Estate Department) together with a true and correct copy of said Bona Fide Offer. For purposes hereof, a "Bona Fide Offer" shall be deemed to be one made in writing by a person or entity that is not related or affiliated with Landlord which Landlord intends to accept (subject to this Article). Tenant may, at Tenant's option and within ten (10) business days after receipt of Landlord's notice of said Bona Fide Offer and receipt of a copy thereof, offer to purchase the Leased Premises at the price and upon the terms and conditions as are contained in said Bona Fide Offer, in which event, Landlord shall sell the Leased Premises to Tenant upon said terms and conditions and said price; furthermore, in such event, Landlord shall convey the Leased Premises to Tenant by warranty deed. Notwithstanding the foregoing, the price that Tenant shall pay for the Leased Premises shall be reduced by an amount equal to broker's fees or commissions actually saved by Landlord by selling the Leased Premises to Tenant rather than pursuant to the Bona Fide Offer. Landlord shall provide Tenant evidence of the amount of broker's fees or commissions payable in connection with any such Bona Fide Offer. Landlord

covenants that it shall accept no such Bona Fide Offer or convey the premises until it has complied with the terms of this Article. Any conveyance of the Leased Premises made in the absence of full satisfaction of this Article shall be void. Tenant may enforce this Article, without limitation, by injunction, specific performance or other equitable relief.

(b) Tenant's election not to exercise its Right of First Refusal shall not prejudice Tenant's rights hereunder as to any further Bona Fide Offer. The terms and conditions contained in this Article shall be binding upon the heirs, successors and assigns of Landlord.

This instrument shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties, and all covenants, conditions and agreements herein contained shall be construed as covenants running with the land. This instrument shall not become binding upon the parties until it shall have been executed and delivered by both Landlord and Tenant.

This Memorandum of Lease is made and executed by the parties hereto for the purpose of recording the same in the office of the public records of Cook County, Illinois, and is subject in each and every respect, to the rents and other terms, covenants and conditions of the Lease, and this Memorandum of Lease is executed and delivered with the understanding and agreement that the same shall not in any manner or form whatsoever, alter, modify or vary the rents and other terms, covenants and conditions of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease, under seal, as of the day and year first above written.

WALGREEN CO.

RP AMY L.L.C.

^{mk}
MM By: [Signature]
Its Vice President

By: [Signature]
Its: MANAGER

Witnesses:

Witnesses:

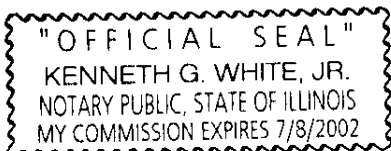
[Signature]
[Signature]

[Signature]
[Signature]

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public, do hereby certify that Allan M. Resnick, personally known to me to be the Vice President of WALGREEN CO., an Illinois corporation, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such Vice President of said corporation, pursuant to authority given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this 23rd day of November, 1999.



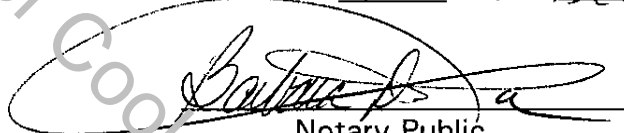
[Signature]
Notary Public

My commission expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, do hereby certify that
Michael N. Rose, personally known to me to be the
Manager ~~Member~~ of RP AMY LLC, an Illinois limited liability company, and
personally known to me to be the person whose name is subscribed in the foregoing
instrument, appeared before me this day in person and acknowledged that he
signed and delivered the said instrument as such Manager ~~President~~ of said LLC
~~banking association~~, as his free and voluntary act, and as the free and voluntary act
and deed of said ~~banking association~~, for the purposes therein set forth.

Given under my hand and notarial seal this 7th day of December, 1999.


Notary Public

My commission expires:

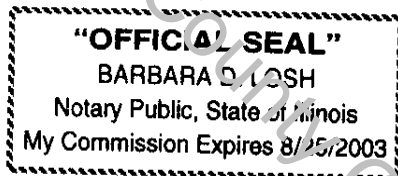


EXHIBIT "B"

LEGAL DESCRIPTION OF LEASED PREMISES

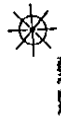
LOT 2 OF ROSE SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE
NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 13 EAST
OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS APPROVED BY
THE VILLAGE OF RICHTON PARK ON DECEMBER 13, 1999

4881 Sauk Trail Richton Park, IL

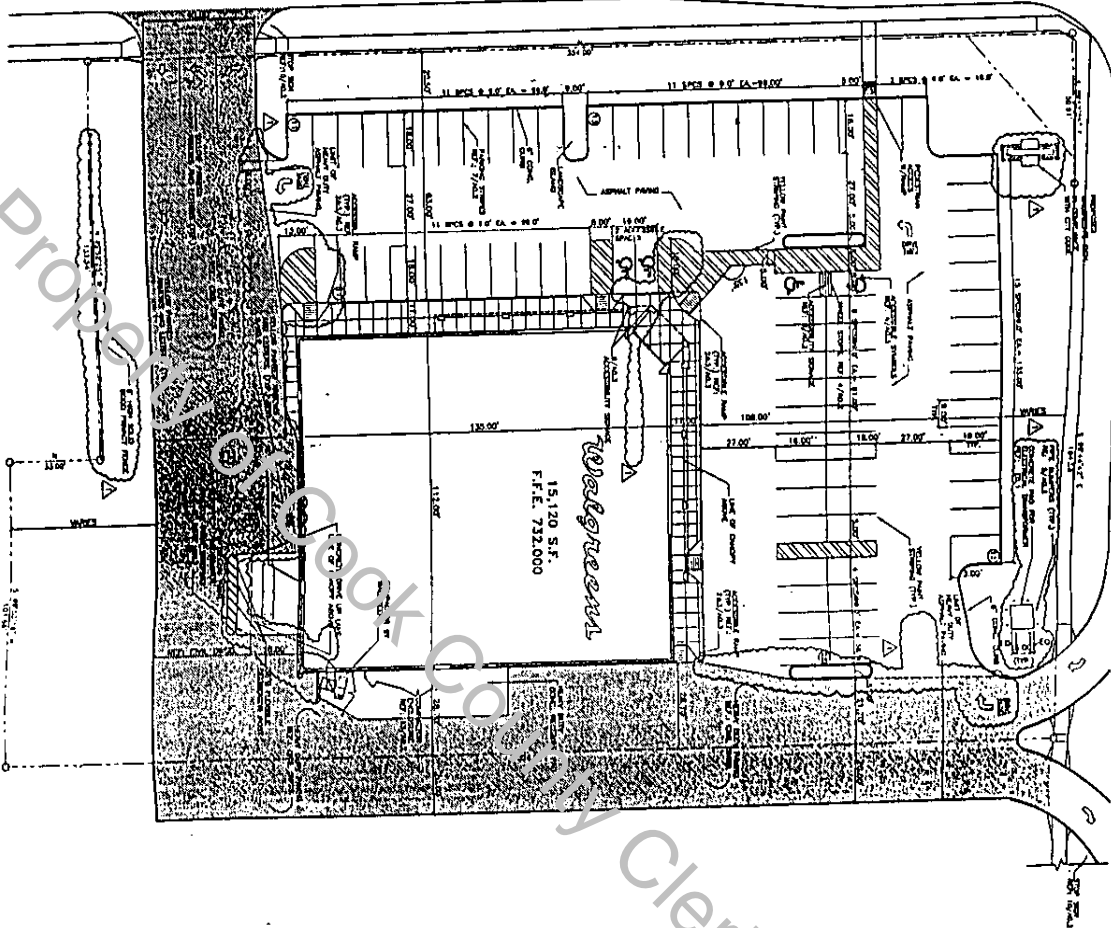
PIN 31-33-203-059-0000

Property of Cook County Clerk's Office

Amy Drive
TRAFFIC COUNT: 13,000

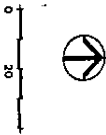


Sauk Trail
TRAFFIC COUNT: 25,000



Proposed Cook County Clerk's Office

Parcel "B"



PERK 10/19/10
#05786

Walgreens

Amy & Sauk Trail

Development Location Information
653 Ashland
Chicago, Illinois
(773) 758-76



LAWRENCE S. LE
ARCHITECTURE PLANNING
One Gateway Plaza
Naperville, Illinois 77048 (773) 773-7734



LA Project No.
Michigan State Number
Michigan Certificate Date

A0.
Site Pla
Date:

EXHIBIT "B"

LEGAL DESCRIPTION OF LEASED PREMISES

LOT 2 OF ROSE SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE
NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 13 EAST
OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS APPROVED BY
THE VILLAGE OF RICHTON PARK ON DECEMBER 13, 1999

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