

UNOFFICIAL COPY

Assignment of Lease

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AD

The Standard Bank and Trust Co., not individually, but as Trustee under Trust Agreement dated September 12, 1985 and known as Trust Number 9852, hereby assigns that certain lease agreement dated February 15, 2001 under which is it landlord and Walgreen Co., a corporation, is the tenant of certain premises therein described at the southeast corner of 87th and Cicero, Hometown, Illinois to the Marquette Bank, not individually, but as Trustee under Trust Agreement dated August 1, 2002 and known as Trust Number 16293.

Dated this 25th day of November, 2002

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustees, be under any duty or obligation to sequester the rents, issues and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.



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Standard Bank and Trust Co., not individually, but as Trustee under Trust Agreement dated September 12, 1985 and known as Trust number 9852

By: Patricia Ralphson
Trust Officer - Patricia Ralphson

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Cook County Recorder 214.00

Acceptance of Assignment

Marquette Bank, not individually, but as Trustee under Trust Agreement dated August 1, 2002 and known as Trust Number 16293 hereby accepts the foregoing assignment.

Dated this 25th day of November, 2002

NOV 27 2002

Marquette Bank, as Trustee aforesaid

By: [Signature]

This instrument is executed by the Marquette Bank, not personally, but only as Trustee, and no personal liability is assumed by or shall be enforced against said Marquette Bank because of or on account of the making of this instrument.

BOX 333-CTI

UNOFFICIAL COPY

Cicero & 87th
Hometown, IL

LEASE

By this Lease, made the 1st day of February, 2001, between STANDARD BANK AND TRUST COMPANY, not personally but as trustee under that certain Trust Agreement dated September 12, 1985 and known as Trust No. 9852, hereinafter called "Landlord," and, WALGREEN CO., an Illinois corporation, hereinafter called "Tenant";

1. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for a term commencing November 1, 2001 and continuing to and including October 31, 2061, as such dates shall be adjusted and subject to prior termination pursuant to Article 3 herein the premises located in the City of Hometown, State of Illinois to include not less than 97 feet of frontage facing 87th Street and not less than 155 feet of depth, being a rectangular area containing 14,855 square feet on the first floor, in the one-story building (the "Building") to be erected and completed by Landlord, and together with all improvements, appurtenances, easements and privileges belonging thereto (the "Leased Premises"), all as shown on the plan attached hereto and made a part hereof as Exhibit "A," as part of the Shopping Center at the southeast corner of 87th Street and Cicero Avenue, and all as legally described in Exhibit "B" hereto attached and made a part hereof and hereinafter referred to as the "Shopping Center."

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THE TERMS, COVENANTS AND CONDITIONS OF SAID LETTING ARE AS FOLLOW:

RENT

2. Tenant shall pay rent for the Leased Premises, as follows:

(a) A fixed rent of \$40,416.67 per month, commencing on the Rent Commencement Date (as defined in Article 6 hereof) and continuing thereafter for the remainder of the Term (as defined in Article 3[b] hereof). Fixed rent shall be payable on the first day of each and every month in advance and shall be properly apportioned for any period less than a full calendar month.

(b) If a sum equal to - - - -

2.0% of the Gross Sales, as hereinbelow defined, except from the sale of food items, if any, and prescription items, if any

plus 0.5% of the Gross Sales from the sale of food and prescription items (except for sales of prescription items pursuant to third party prescription plans, as defined below)

made by Tenant in the operation of Tenant's store in the Leased Premises in any lease year (as defined in Section [c] of Article 3) shall exceed the total fixed rent for such lease year, then and in such event, and within forty-five (45) days after the end of each lease year, Tenant shall pay to Landlord the amount of such excess as additional percentage rent. However, in no event shall the total of fixed rent plus additional percentage rent (if any) payable by Tenant in any lease year exceed \$970,000.00 which amount shall be proportionately decreased for any lease year that is not comprised of a full twelve (12) months. Within forty-five (45) days after the end of each lease year Tenant shall furnish to Landlord a statement of the total amount of such Gross Sales for such lease year. The aforesaid amount(s) shall be proportionately adjusted in the case of a lease year of more or less than a full twelve (12) calendar months.

(c) The term "Gross Sales" as used herein is defined as the total amount of all receipts, whether for cash or on credit (less returns and refunds) from sales of drugs, food, goods, wares and merchandise of every sort whatsoever, made by Tenant in the operation of Tenant's store on the Leased Premises, or made by any concessionaire on the Leased Premises. The following shall be specifically excluded from Gross Sales: receipts from sales of tobacco products; receipts from the sale of milk and all other alcoholic and non-alcoholic beverages; receipts from the sale of prescription items pursuant to third party prescription plans, as defined below; receipts and commissions from the operation of public telephones; license and transaction fees received from the operation of automatic teller machines and any other electronic consumer service apparatus; credit card processing fees; intercorporate and interstore sales or transfers; sales of government bonds, savings stamps and other government securities; sales of postage stamps and ready stamped postcards and envelopes; sales of government lottery tickets; sales at a discount to employees; sales at a discount to doctors, dentists, hospitals, nurses, drug stores or wholesale drug or supply houses; accounts receivable written off as uncollectible. Tenant shall also have the right to deduct and exclude from Gross Sales a sum equal to any approximate amounts which may be paid by Tenant or which Tenant may add to or include in its selling prices of various articles by reason of any sales taxes, use taxes, retailers' occupation taxes, excise taxes at the retail level and the like, now or hereafter imposed and however entitled, and which are based upon the amounts of sales or the units of sales.

Third party prescription plans shall be deemed to be those health benefit plans wherein all or any portion of the cost of pharmaceuticals and any other items obtained by a prescription are paid or reimbursed by an organization such as a governmental agency, an entity created by state or federal law, an insurance carrier, a health

maintenance organization, a union, a trust or benefit organization or an employer or employer group pursuant to an agreement between Tenant (or Tenant's parent or any other corporation or entity that is a subsidiary of or affiliated with Tenant or Tenant's parent) and such organization.

(d) Tenant shall cause to be kept, in accordance with its customary accounting procedures, records of the Gross Sales made by Tenant in the operation of Tenant's store on the Leased Premises. Landlord and Landlord's duly authorized representative, at reasonable times during business hours, shall have access to such records at the place where the same are kept, for the purpose of inspecting and auditing the same, provided that any such inspection and audit be made by Landlord within six (6) months after the expiration of any lease year. If Landlord does not object in writing to any statement above mentioned within said time period, such statement shall be conclusively presumed to be correct and final, and thereafter Tenant shall not be required to preserve the records from which such statement was compiled. Landlord agrees not to divulge to any person or entity the information obtained by Landlord and Landlord's representatives from such records or from the statements above mentioned, except to any mortgagee or prospective purchaser of the Leased Premises and except as may be necessary to enforce Landlord's rights under this Lease. Nothing herein contained, however, shall be deemed to confer upon Landlord any interest in the business of Tenant on the Leased Premises.

(e) Until further notice by Landlord to Tenant, rent checks shall be payable to and mailed to:

Mike Tansey
c/o Standard Bank & Trust Company
2400 West 95th Street
Acct No.: 041345700 3 20
Evergreen Park, IL 60805

(f) Landlord shall, prior to the Rent Commencement Date, provide Tenant (Attn: Fixed Assets Department, 300 Wilmot road, Deerfield, IL 60015) with a completed IRS Form W-9. Any successor to Landlord shall likewise provide Tenant with such completed IRS Form W-9 as a condition precedent to any rent or other payment from Tenant.

INITIAL TERM, TERM, LEASE YEAR, OPTIONS

3. (a) The initial term of this Lease shall commence on the date that Landlord has completed construction of the Leased Premises in accordance with Section 5 hereof and delivers possession of the Leased Premises and shall continue to and include the day immediately preceding the date that the term of this Lease commences as below provided (the "Initial Term"). Tenant shall have no obligation to pay rents or other charges during the Initial Term nor shall any of the same accrue; all rents and other charges specified in this Lease shall commence as of the date that the term commences, unless otherwise expressly provided herein.

(b) The term shall commence on the Rent Commencement Date, (as defined in Article 6), and shall continue for sixty (60) years thereafter (the "Term"); provided, however, that if such Rent Commencement Date be other than the first day of the calendar month, then the Term shall continue to and include the last day of the same calendar month of the sixtieth (60th) year thereafter.

(c) The first lease year shall commence on the Rent Commencement Date and, if such date shall be on the first day of a calendar month, shall end twelve months thereafter, or, if such date be other than the first day of a calendar month, shall end on the last day of the same calendar month of the first year thereafter, and each succeeding lease year shall be each succeeding twelve month period.

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(d) Tenant shall have the right and option, at Tenant's election, to terminate this Lease effective as of the last day of the two hundred fortieth (240th) full calendar month of the Term, effective as of the last day of the three hundredth (300th) full calendar month of the Term, effective as of the last day of the three hundred sixtieth (360th) full calendar month of the Term, effective as of the last day of the four hundred twentieth (420th) full calendar month of the Term, effective as of the last day of the four hundred eightieth (480th) full calendar month of the Term, effective as of the last day of the five hundred fortieth (540th) full calendar month of the Term, effective as of the last day of the six hundredth (600th) full calendar month of the Term, and effective as of the last day of the six hundred sixtieth (660th) full calendar month of the Term. If Tenant shall elect to exercise any such option, Tenant shall send notice thereof to Landlord, at least six (6) months prior to the date this Lease shall so terminate, but no notice shall be required to terminate this Lease upon the expiration of the Term.

(e) Notwithstanding the foregoing provisions of Sections (b) and (d) above of this Article 3: (i) if the Term shall expire during the month of October, November or December of any year, then Tenant may, at its option by notice to Landlord not later than three (3) months prior to the end of the Term, elect to extend the Term until the immediately following January 31st; and (ii) if the effective date of termination by Tenant under Section (d) above shall occur during the month of October, November or December of any year, then Tenant may, at its option by notice to Landlord not later than three (3) months prior to the effective date of termination, elect to extend the effective date of termination until the immediately following January 31st.

DELIVERY OF POSSESSION

4. (a) Landlord shall put Tenant into exclusive physical possession of the Leased Premises on September 1, 2001 or as soon as possible thereafter, and in any case not later than July 1, 2002, and at the same time deliver to Tenant a full set of keys, provided that if Landlord shall so put Tenant into possession between November 1 and January 1, then the date that possession is accepted shall be deemed to be January 1 (regardless that physical possession of the Leased Premises has been delivered and accepted prior thereto). Landlord shall send written notice to Tenant, Attention: Director of Construction, with a copy to the Law Department at least forty-five (45) days (but not more than sixty (60) days) before such possession is to be delivered. Additionally, as a condition precedent to the delivery of possession of the Leased Premises to Tenant, Landlord shall send written notice to Tenant, at least fourteen (14) but not more than twenty-one (21) days prior to the date of delivery of possession, which notice shall confirm the date that possession shall be delivered and including a certification by Landlord's architect that the Leased Premises is substantially complete and ready for occupancy. Such notice shall set forth the date of delivery of possession, which shall be on a Monday (unless such date is a legal holiday in which case possession shall be delivered the next business day). In the event Landlord shall fail to deliver possession of the Leased Premises on the date set forth in such notice, Tenant may hold Landlord liable for any direct additional expenses incurred by Tenant as a result of such failure. If possession is not delivered by July 1, 2002, Tenant, in addition to Tenant's remedies at law, equity or under this Lease, may cancel this Lease by notice to Landlord. The Leased Premises and Shopping Center upon delivery shall be in good condition and repair, free of Hazardous Substances (as defined below), whether or not disclosed by the study and report referred to in Section (b) below, and shall fully comply with all lawful requirements and shall be constructed in accordance with Article 5 hereof. In the event that there are punchlist items as of the date of delivery of possession of the Leased Premises to Tenant, Landlord shall promptly and properly complete the same. For purposes hereof "punchlist items" shall be those minor items, the incompleteness of which shall not impair Tenant's ability to fixture and/or merchandise and operate the Leased Premises in the normal course. None of the items listed on Exhibit "D" shall be considered punchlist items and all of the same must be satisfactorily completed prior to the date of delivery of possession of the Leased Premises to Tenant. Tenant shall have the right, without being deemed to have

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accepted possession, to enter upon the Leased Premises as soon hereafter as practical, to take measurements and install its fixtures and exterior signs (including, but not limited to, the installation of permanent and temporary signs), but such entry or the opening for business shall not constitute a waiver as to the condition of the Leased Premises or as to any work to be done or changes to be made by Landlord, or as to any other obligations of Landlord hereunder. Landlord shall secure from the appropriate governmental authority and provide to Tenant prior to delivery of possession of the Leased Premises, a Certificate of Occupancy or its equivalent in the municipality where the Leased Premises are located (or a Temporary Certificate of Occupancy permitting occupancy pending the issuance of a Certificate of Occupancy in which event the delivery to Tenant of a Certificate of Occupancy shall be deemed a condition subsequent).

As of the date of this Lease, Landlord, after due inquiry, represents to Tenant that Landlord has no knowledge of any pending or threatened condemnation actions which will affect the Shopping Center. As of the date of this Lease, Landlord, after due inquiry, represents to Tenant that Landlord has no knowledge of any pending, threatened or planned modifications to the public roadways adjacent to the Shopping Center or to the access points to or from the Shopping Center from or to said public roadways. The parties hereto acknowledge that the access to and from Cicero Avenue as indicated on the Site Plan attached as Exhibit "A" will be a right-in, right-out only as same is depicted thereon.

Simultaneously with Landlord's first delivery of possession notice sent pursuant to Article 4 (a) of the Lease, Landlord shall disclose any information then known to Landlord that modifies the above representations or in the absence of such disclosure the above representations shall conclusively be deemed to have been restated. If Landlord becomes aware of any pending or threatened condemnation which will affect the Shopping Center and/or any pending, threatened or planned modifications to the public roadways or access points then Landlord shall disclose the same to Tenant, and provide all available relevant documentation and information, prior to the date that Landlord delivers possession of the Leased Premises to Tenant. In the event of such a circumstance Tenant shall have the following remedy:

If any portion of the Shopping Center is or will be taken under eminent domain or by reason of condemnation or if any modification to the public roadways or access points is pending, threatened or planned prior to delivering possession of the Leased Premises to Tenant and if in the opinion of Tenant, reasonably exercised, the remainder of the Shopping Center and/or access points thereto are no longer suitable for Tenant's business, this Lease, at Tenant's option, to be exercised by notice to Landlord, shall terminate. Tenant's termination rights shall not be its exclusive remedy if such circumstance occurs after delivery of possession of the Leased Premises to Tenant.

(b) (i) Except as otherwise disclosed in that certain Phase I dated August 25, 2000 performed by Weaver Boos & Gordon, Inc. (the "Environmental Report"), Landlord represents that it has no knowledge concerning any current or previous use of the land and/or buildings comprising the Shopping Center which would lead a reasonable person to suspect that Hazardous Substances were deposited, stored, released, disposed of or placed upon, about or under the Shopping Center. In order to make the foregoing representation, Landlord states that it has made due inquiry or investigation as appropriate. Landlord has provided Tenant with a copy of the Environmental Report and a "no further action" letter from the Illinois Environmental Protection Agency (the "NFR Letter"). The NFR Letter provides, in part, that any residual contamination (the "Existing Contamination") discovered during construction of the Leased Premises must be removed and remediated as a Hazardous Substance in accordance with Environmental Law. In the event that any Existing Contamination is discovered as described in the preceding sentence or in the event that any other Hazardous Substances is otherwise discovered in, on or under the Leased Premises and Shopping Center prior to the date the Landlord delivers possession of the Leased

Premises to Tenant as provided in Article 4, including, but not limited to, the existence of any underground storage tanks and/or petroleum or petroleum by-products, Landlord, at Landlord's sole cost and expense, prior to the date Landlord delivers possession of the Leased Premises to Tenant, shall properly remove, and dispose of any such underground storage tanks and shall properly remove and dispose of any Hazardous Substances. All such disposal and removal shall be conducted in accordance with all federal, state and local laws, ordinances, and rules or regulations, or other binding determinations of any federal, state, local, or other governmental entity exercising executive, legislative, judicial, regulatory, or administrative functions (whether now or hereafter existing) pertaining to Hazardous Substances or underground storage tanks (and/or petroleum or petroleum by-products) and the NFR Letter. In the event of any such removal and disposal by Landlord hereunder, upon completion of the same portions of the Shopping Center (which portions shall be determined by such environmental engineer and/or contractor) shall again be tested by the environmental engineer and/or contractor and the results delivered and re-certified to Tenant. In such event, Landlord shall also deliver evidence of inspections and approvals with respect to such removal, remediation and disposal. Tenant shall have no obligation to accept delivery of possession of the Leased Premises until Landlord has complied with the provisions of this Section; provided, however, that Tenant may, at Tenant's option, accept possession of the Leased Premises prior to the completion of remediation if Landlord provides Tenant with the final remediation plans and Tenant determines that the effectuation of said remediation will not adversely impact Tenant's full use and enjoyment of the Leased Premises.

(ii) "Hazardous Substances" shall mean any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance, including, without limitation, asbestos, polychlorinated biphenyl's, petroleum (including crude oil or any fraction or by-product thereof) and any material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of which is prohibited, controlled or regulated by any Environmental Law.

(iii) "Environmental Law" shall mean any federal, state, regional, county or local governmental statute, law, regulation, ordinance, order or code or any consent decree, judgment, permit, license, code, covenant, deed restriction, common law, or other requirement pertaining to protection of the environment, health or safety of persons, natural resources, conservation, wildlife, waste management, and pollution (including, without limitation, regulation of releases and disposals to air, land, water and ground water), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. 9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. 6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. 1251 et seq., Clean Air Act of 1966, as amended, 42 U.S.C. 7401 et seq., Toxic Substances Control Act of 1976, 15 U.S.C. 2601 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. 651 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. 11001 ET SEQ., National Environmental Policy Act of 1975, 42 U.S.C. 300(f) et seq., and all amendments as well as any similar state or local statute or code and replacements of any of the same and rules, regulations, guidance documents and publications promulgated thereunder.

(c) It shall be a condition precedent to the delivery of possession of the Leased Premises to Tenant that Landlord shall have first delivered to Tenant not later than seven (7) business days prior to the date for delivery of possession as described in Section (a) of this Article 4 satisfactory evidence of Landlord's title together with each instrument, if any, required by Section (b) of Article 20. Tenant's acceptance of possession of the Leased Premises in the absence of full satisfaction of said condition precedent shall in no manner be deemed a waiver thereof or of any of the requirements of Article 20.

(d) Landlord shall, prior to delivery of possession of the Leased Premises to Tenant, cause Landlord's civil engineer or licensed surveyor to certify to Tenant the square foot floor area contained within the Leased Premises and the square foot floor area contained within all buildings in the Shopping Center. In the event that any buildings are, at any time, added, expanded or removed from the Shopping Center, Landlord shall cause its civil engineer or licensed surveyor to certify to Tenant the square foot floor area of all of the buildings in the Shopping Center, as so modified.

CONSTRUCTION BY LANDLORD

5. (a) Before delivering possession of the Leased Premises to Tenant, Landlord shall obtain all required zoning and permits for the construction and operation of the Shopping Center and the Leased Premises (other than Tenant's business licenses) and shall erect and complete the Building containing the Leased Premises. That portion of the Building containing the Leased Premises shall be of such exterior and structural design and character as is acceptable to Tenant and as will also meet Tenant's requirements for its permanent exterior signs, which may extend above the Leased Premises and shall be at locations visible from the entire Parking Area (as defined in Article 7). The Leased Premises shall be erected and completed by Landlord, in accordance with the plans and specifications described below, and shall contain Tenant's specific requirements for the operation of Tenant's business, which requirements will include, among other things, the items and installations listed in the Criteria Specifications for Self-Serve Walgreen Store prepared by Walgreen Co., revised August, 1999, and Criteria Plans, including the drawings referenced on Exhibit "C" attached hereto, heretofore delivered to Landlord and incorporated herein by reference and made part hereof. The parapet wall and/or facade of the portion of the Building containing the Leased Premises shall be at least as high as the parapet wall and/or facade of all other premises in said Shopping Center. Landlord shall submit a list to Tenant (Attn: Construction Department) of its contractors and subcontractors for Tenant's review and reasonable approval. Such work by Landlord shall be done by contractors selected by Landlord and acceptable to Tenant and shall comply with the requirements of public authorities and shall be done in a first-class, good and workmanlike manner, free and clear of all liens and encumbrances for labor and materials furnished to Landlord. Landlord shall secure the manufacturer's warranties as required by the Criteria Specifications described above and shall assign to Tenant each such warranty that pertains to any item or component hereof which Tenant is responsible to maintain or repair under this Lease.

(b) Within one (1) month after the execution and delivery of this Lease, Tenant shall furnish to Landlord a fixture plan and base sheets relative to the Leased Premises, so that Landlord may be enabled to prepare and furnish to Tenant plans and specifications covering Tenant's specific requirements. The plans (which shall be on mylar or vellum) and specifications (collectively the "Plans") prepared by Landlord shall be furnished to Tenant for Tenant's approval within forty-five (45) days after the execution and delivery of this Lease or the receipt of said fixture plan and base sheets from Tenant, whichever is later. All areas of design and engineering must be certified by and under the direct supervision of architects and engineers licensed and registered in the State of Illinois. Tenant agrees to approve or reject said Plans, within thirty (30) days of Tenant's receipt thereof, and if not approved or rejected within said period, said Plans shall be deemed approved. In the event Tenant shall reject such Plans within the period provided above, then Tenant shall return said Plans to Landlord indicating the items so rejected. Landlord shall then have thirty (30) days after resubmittal to resubmit the Plans to Tenant, and Tenant shall have thirty (30) days to approve or reject. If not approved or rejected within said period, said Plans shall be deemed approved; provided, however, that in no event shall the standards of quality of approved Plans, or of those deemed approved, be less than those required by the Criteria Plans and Criteria Specifications above described, which shall control. If said Plans are rejected after being resubmitted to Tenant, either party may cancel this Lease.

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After approval of the Plans, Tenant, at Tenant's sole cost and expense, shall have the right to make changes, substitutions and eliminations in said Plans provided, however, that Tenant shall pay all costs and expenses on account of any such changes, substitutions and eliminations.

(c) Within fifteen (15) days after Tenant has returned the final set of Plans to Landlord stamped "approved as noted" pursuant to Section (b) of this Article, Landlord shall provide to Tenant a mylar sepia and file(s) in diskette format (if available), of the final Plans prepared by Landlord as provided above.

(d) All Plans shall be deemed to be owned by Tenant regardless of by whom prepared; Landlord shall take all actions as may be appropriate or necessary at any time and from time to time in order to evidence such ownership in Tenant. Such Plans may be used by Tenant in their approved form or as modified by Tenant in connection with any alteration or renovation of the Leased Premises. Landlord may use the Plans only in connection with a Walgreen store.

(e) This Lease is expressly conditioned upon Landlord obtaining any and all permits and governmental approvals (excluding Tenant's business licenses) required for the installation and operation of a single lane drive-through window with a canopy on the Leased Premises in accordance with the Plans approved by Landlord and Tenant under Article 5(b). If Landlord is unable to obtain all such permits and approvals for the installation and operation of a single lane drive-through window with a canopy on the Leased Premises in accordance with the final Plans Tenant may cancel this Lease and upon such cancellation both parties shall be relieved of all liability to the other under this Lease.

(f) Notwithstanding anything contained herein to the contrary, Landlord shall use best efforts, prior to the commencement of construction of the Leased Premises to enter into an easement (the "Easement Agreement") with the State of Illinois under which Tenant, its customers, employees, agents, invitees, successors and assigns shall be granted the non-exclusive easement for parking over that certain real property identified on the Site Plan attached hereto as Exhibit "A" as the "Parking Within the Paved Area IDOT R.O.W." and hereinafter referred to as the "State Property." The Easement Agreement shall be in the form acceptable to Tenant in its sole discretion and shall have a term of not less than the Term of this Lease. In the event that Landlord has not executed and recorded the Easement Agreement against the State Property in the time frame set forth herein, then the Site Plan set forth in Exhibit "A" hereof shall be replaced with the "Alternate Site Plan 'A'" attached hereto and made a part hereof as Exhibit "A-1"; and all references herein to the "Site Plan" or Exhibit "A" shall mean and shall refer to the Site Plan as depicted on Exhibit "A-1."

(g) Should a survey or title commitment reveal any utility easements or setback lines that must be released or relocated in order for Landlord to construct the Leased Premises, it shall be an express condition of this Lease that such utility easements or setback lines be released or relocated in a manner reasonably acceptable to Tenant. Landlord shall provide to Tenant copies of all documents relative thereto, and Tenant shall have no obligation to accept delivery of possession of the Leased Premises until Landlord shall have complied with the provisions of this Section.

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RENT COMMENCEMENT

6. Tenant shall commence paying fixed rents pursuant to Article 2 hereof as of the date that is two (2) months after Landlord has completed all construction in accordance with Article 5 hereof (the "Rent Commencement Date") provided however that in the event Tenant shall open for business to the public within such two month period, then the date that Tenant opens for business to the general public shall be deemed the Rent Commencement Date. The Rent Commencement Date shall be subject to extension equal to any delays occasioned by strikes, casualties, governmental restrictions, priorities or allocations, inability to obtain materials or labor, denial of licenses to operate a pharmacy and/or to conduct its business, any cause the fault of Landlord or other causes beyond Tenant's control. Anything to the contrary in this Lease notwithstanding, Tenant shall have no obligation to pay rent or other charges until Landlord has provided all of the information and instruments required by Article 20 of this Lease. Nothing contained in this Lease shall be construed to obligate Tenant to open for business nor to obligate Tenant (or its successors or assigns) to continue to operate its business in the Leased Premises.

PARKING

7. (a) (i) Landlord covenants that at all times during the continuance of this Lease, Landlord shall maintain, repair, adequately light when necessary during Tenant's business hours and for sixty (60) minutes thereafter, clean, promptly remove snow and ice from, supervise and keep available the parking areas as shown on Exhibit "A" (the "Parking Areas") which Parking Areas shall provide for the parking of at least 56 automobiles, and also adequate service and receiving areas, sidewalks, curbs, roadways and other facilities appurtenant thereto. Said Parking Areas shall be for the free and exclusive use of customers, invitees and employees of Tenant and other occupants of said Shopping Center.

(ii) There shall be no changes in the grade elevations in the Parking Areas which exceed five percent (5%), and such Parking Areas shall be suitably paved and drained. There shall be no steps or ramps (except to accommodate the handicapped) in the sidewalks within the Shopping Center except as shown on Exhibit "A." No buildings or other structures shall be erected within the Shopping Center except as indicated on Exhibit "A;" no alterations or additions shall be made to the Parking Areas and no additional areas added to the Building nor shall additional stories be added to any building in the Shopping Center without obtaining Tenant's express written consent, which consent may be granted or denied in Tenant's sole discretion. Parking Areas shall have automobile entrances and exits from and to adjacent streets and roads, which said entrances and exits shall be of such size and at such locations as are shown on Exhibit "A." Automobile traffic aisles in the Parking Areas shall run in directions shown on Exhibit "A."

(iii) If Landlord shall be in default after notice of any of the provisions of Section (a) (ii) above, Tenant shall have, in addition to any other remedies available to it under this Lease, including the right to injunctive or other equitable relief, the right to either (a) terminate this Lease by giving notice thereof to Landlord or, (b) pay as rent, (in lieu of that provided in Sections [a] and [b] of Article 2 of this Lease) an amount equal to one-half of the fixed minimum monthly rent set forth in Section (a) of Article 2 and further shall not be obligated to pay any other rents or any other charges otherwise required to be paid under this Lease. Tenant shall recommence paying rents and other charges under this Lease as of the date that all of such defaults have been fully cured but Tenant shall not be obligated to pay any amounts which would have been payable during the period of Landlord's default.

(b) Tenant shall, from time to time during the Term of this Lease, pay to Landlord a pro rata share of the reasonable cost of maintaining, repairing, landscaping, lighting and cleaning the above mentioned parking and other facilities and the cost of security personnel to the extent that such personnel are necessary and are used at the

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Shopping Center ("CAM Charges"). Tenant's pro rata share shall not include (by way of illustration and not by way of limitation) any costs incurred in connection or related to (i) the original construction of the Shopping Center or any expansion thereof, (ii) interest on payments related to any financing for the Shopping Center, (iii) the cost of correcting defects in or an inadequacy of the initial design or construction of the Shopping Center, the repair or replacement of any of the original materials or equipment required as a result of such defect or inadequacy, (iv) reserves for anticipated future expenses, (v) the replacement of the Parking Areas or any portion thereof, (vi) the repair and/or replacement of the roof, (vii) repairs and/or replacements to the exterior and structural portions of the buildings including attached canopies in the Shopping Center, (viii) legal and other fees, leasing commissions, advertising expenses and other costs incurred in connection with the development, leasing and re-leasing of the Shopping Center, (ix) any item for which Landlord is reimbursed by insurance or otherwise compensated, (x) any bad debt loss, rent loss or reserves for bad debt or rent loss, (xi) the cost (or any depreciation or amortization thereof) of any alteration, addition or change, replacement, improvement, repair, fixture and equipment and any other item which, under generally accepted accounting principles uniformly applied as pertaining to the real estate industry, are properly classified as a capital expense, (xii) any interest or penalties incurred as a result of Landlord's failing to pay a bill as the same shall become due, (xiii) the cost of renting or leasing any item if the purchase price would not properly be included as a reimbursable expense hereunder, (xiv) the cost of removing or remediating any Hazardous Substance, (xv) any and all costs associated with the operation of Landlord's entity as opposed to the cost of maintaining the Shopping Center, including, but not limited to, management and/or administrative fees, (xvi) any expenses due to the fault or negligence of Landlord and/or any other occupant of the Shopping Center; and (xvii) any items which are the obligation of Landlord under Articles 5, 11 and 16. All bills shall contain a detailed itemized description of the services performed for which reimbursement is sought. As a prerequisite to Tenant's payment obligations, bills shall be submitted for payment in accordance with the requirements of Article 24 hereof to the Fixed Assets Department of Tenant at 300 Wilmot Road, Deerfield, Illinois 60015 or as otherwise directed by Tenant. Tenant's share shall be in the same proportion to the total cost as the square foot floor area of the Leased Premises is to the square foot floor area of all the buildings in the Shopping Center.

(c) During the first lease year of the Term, Tenant's share of the costs and expenses referenced in Article 7(b) above may be based on Landlord's reasonable estimates of such costs and expenses. Tenant's share shall be paid when billed by Landlord but not more often than once each calendar month. After the first lease year of the Term, Landlord's estimated monthly bills for all subsequent lease years shall be one twelfth (1/12) of Tenant's actual pro rata share of such charges for the previous lease year. Within 60 days after the end of each lease year, including but not limited to the first lease year, Landlord shall provide Tenant with a certified statement detailing the actual costs and expenses incurred by Landlord pursuant to this Article 7. Such certified statement shall also include a determination of Tenant's actual pro rata share of such costs. In the event that the amount previously paid by Tenant, during the lease year, is less than its actual pro rata share, Tenant shall pay the balance within 45 days of Tenant's receipt of said certified statement. In the event Tenant has overpaid its pro rata share of such costs, Landlord shall immediately refund the excess payment to Tenant or alternatively, at Tenant's option, Tenant may apply the excess payment as a credit against future payments. Notwithstanding anything herein to the contrary, if Landlord shall fail to provide Tenant with a year end certified statement detailing all of the actual costs and expenditures as described above, Tenant shall have no further obligation to pay Landlord's monthly estimated bills until Landlord so provides said certified statement.

(d) If Tenant shall remain open for business during all or any of the hours between 11:00 p.m. and 8:00 a.m., then Tenant shall, from time to time, when billed by Landlord, but not more often than once each calendar quarter pay to Landlord a pro rata share of the cost of lighting the parking lot during such time ("after hours lighting").

Tenant's pro rata share thereof shall be equal to the cost of such after hours lighting multiplied by a fraction, the numerator of which shall be the square foot floor area of the Leased Premises and the denominator of which shall be the square foot floor area of all businesses in the Shopping Center open for business during any of such hours. Tenant shall have the right and is hereby irrevocably authorized and directed to deduct and retain amounts of such after hours lighting payments in any lease year from additional percentage rents payable under Section (b) of Article 2 for such lease year.

OTHER OCCUPANCIES

8. Anything in this Lease to the contrary notwithstanding, no rent shall accrue under this Lease, prior to the time when all of the Parking Areas and other facilities described in Article 7 have been completed, paved and lighted and are available for use.

If, however, Tenant does open its store for business in the Leased Premises prior to the time hereinabove mentioned, then commencing on the date that fixed rent would have accrued pursuant to Article 2 and continuing until the happening under the preceding sentence shall have occurred, the fixed rent under Section (a) of Article 2 shall not commence and the only rent to be paid by Tenant shall be a sum equal to the percentage(s) of the monthly Gross Sales, as the same are fixed in Section (b) of Article 2 and as such Gross Sales are defined in Section (c) of Article 2, payable on or before the thirtieth (30th) of the next succeeding month. In no event shall the amounts payable by Tenant under this paragraph exceed the amount of fixed rent that Tenant would have otherwise paid during such period.

EXCLUSIVES

9. (a) Landlord covenants and agrees that, during the Term and any extensions or renewals thereof, no other portion of the Shopping Center nor any 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 Shopping Center, 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 and/or the provision of treatment services; (iii) the sale of so-called health and/or beauty aids and/or drug sundries; (iv) the operation of a business in which photofinishing services and/or photographic film are offered for sale; (v) the operation of a business in which greeting cards and/or gift wrap are offered for sale; and/or (vi) the operation of a business in which food items for off premises consumption are offered for sale (provided, however, that the use restriction contained in this subparagraph (vi) shall not apply to a carry-out pizzeria, carry-out Chinese restaurant, carry-out sandwich shop, carry-out hamburger restaurant or other carry out restaurant provided that the number of seats contained therein shall not exceed ten (10); or the sale of prepared food items for off-premises consumption by a so-called "accommodation" food user, i.e., a use that does not offer full meals, but rather offers a limited product line such as coffee, cookies, bagels, cinnamon rolls, donuts, pastries (i.e. a bakery), candy, ice cream, frozen yogurt, juice drinks or the like; and, provided further, a so-called "accommodation" food user shall in no event include a so-called "food mart" that sells convenience foods, a service station that includes a food mart or the operation of a so-called "convenience store"). 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 Shopping Center or separated from the Shopping Center only by a public or private street, alley or right-of-way.

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Notwithstanding the foregoing, the above restrictions shall not apply to the operation of a business in the Shopping Center operating under a lease in existence prior to the

date of execution of this Lease, provided, however, (i) Landlord shall not amend any such existing lease so as to allow the operation of a business in violation of the foregoing exclusive use restriction, such as by way of example and without limitation, amending any existing use and/or assignment or subletting provisions contained in such leases and, provided further, (ii) that if Landlord has the right to withhold consent to any assignment or sublet under any such existing lease, Landlord will not consent to any assignment or sublet under any such lease to a use in violation of the foregoing exclusive use restrictions. Landlord shall enforce any use provisions contained in any such existing lease which prohibit or restrict such tenant from operating a business in violation of the foregoing exclusive use restrictions; in the event Landlord shall fail or refuse to so enforce any such use provision, Tenant shall be deemed to have been assigned Landlord's right to enforce such use provision and all costs incurred by Tenant in the event of such enforcement (including without limitation attorneys' fees and costs) shall be reimbursed to Tenant from Landlord.

(b) Landlord shall not permit or suffer any other occupant of the Shopping Center to use any premises or any portion thereof for purposes of a cocktail lounge, bar, disco, theater, bowling alley, pool hall, billiard parlor, automobile sales or leasing facility, skating rink, roller rink, amusement arcade, children's play or party facility, adult book store, adult theatre, adult amusement facility, or any facility selling or displaying pornographic materials or having such displays, second hand store, odd lot, closeout or liquidation store, auction house, flea market, office (except incidental to a retail business or the following office uses: banks or similar financial institutions, brokerage offices, real estate offices, travel and/or insurance agencies, doctor, dental, surgical, chiropractic or other medical or treatment offices), educational or training facility, restaurant (except for a carry-out pizzeria, carry-out Chinese restaurant, carry-out sandwich shop, carry-out hamburger restaurant or other carryout restaurant provided that the number of seats contained therein shall not exceed ten (10)), exercise or health club, gym or any use which creates a nuisance.

(c) Landlord and Tenant covenant and agree that in the event of a violation or threat thereof of any of the use provisions of Sections (a) and/or (b) above, Tenant shall suffer irreparable harm and Tenant shall have no adequate remedy at law. As a result, Landlord and Tenant further covenant and agree that in the event of a violation or threat thereof of any of the use provisions of Sections (a) and/or (b) above, Tenant, in addition to all remedies available to Tenant at law and/or under this Lease, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of Sections (a) and/or (b) above.

(d) Landlord covenants and agrees that all other leases, subleases or other instruments enabling occupancy or operations in the Shopping Center expressly provide that any exclusive use restrictions that may be contained in such leases, subleases or other instruments shall not apply to the Leased Premises. In the event that any action, claim or suit is brought by any party (including without limitation any other tenant of the Shopping Center) against Tenant alleging that Tenant's operations in 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. In addition, in the event that a court of competent jurisdiction shall hold that Tenant's operations in the Leased Premises are in violation of any such use restriction (including without limitation any other tenant's exclusive use restriction), Tenant, at Tenant's option shall have the right to terminate this Lease upon thirty (30) days written notice thereof to Landlord.

UTILITIES

10. Tenant shall pay when due all bills for water, sewer rents, sewer charges, heat, gas and electricity used on the Leased Premises from the commencement of the Initial Term and until the expiration of the Term. Landlord shall install separate utility meter(s)

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measuring each utility usage in the Leased Premises. The source of supply and vendor of each such commodity shall be the local public utility company or municipality commonly serving the area, provided that if more than one utility serves the area, Landlord shall select that with the lowest rates. Landlord shall furnish to the Leased Premises at all times sufficient gas and water service lines, also sewer lines and sewer connections, all of the capacity initially specified by Tenant, and electric service lines of the voltage and amperage initially specified by Tenant, all connected to an adequate source of supply or disposal. In addition, Landlord shall furnish to the Leased Premises telephone lines of a capacity initially specified by Tenant. If Tenant shall require additional service line capacity of any of such utilities and if same are available at the Shopping Center, Tenant, at Tenant's expense, shall have the right to the use of the same.

REPAIRS CONFORMITY WITH THE LAW

11. (a) Except as provided below, Tenant shall (i) repair and replace heating and cooling equipment serving the Building, (ii) make plate glass replacements required by fault of Tenant, and (iii) make repairs to the interior of the Building. Landlord, at Landlord's sole cost and expense, shall maintain and make all repairs to the exterior (including, but not limited to painting, tuckpointing and cleaning) and structural portions of the Building, roof, and all utility lines, including but not limited to sewers, sewer connections, pipes, ducts, wires and conduits leading to and from the Leased Premises and/or the Building. Landlord shall make all repairs required by causes not the fault of Tenant, as well as repairs necessitated by fire, casualty or the elements, or by dry rot or termites. In the event that any Hazardous Substance or any underground storage tank is discovered at any time in, under or about the Shopping Center and/or the Building (unless introduced by Tenant), (including without limitation during the initial construction of the Leased Premises by Landlord in accordance with Article 5 hereof) Landlord, at Landlord's expense, shall remove and dispose of the same in the manner described in and provide all documentation required by Section (b) of Article 4. Landlord hereby indemnifies and saves and holds Tenant harmless from and against any liability, obligation, damage or cost, including, without limitation, attorneys' fees and costs, resulting directly or indirectly from the presence, removal or disposal of any such Hazardous Substance (not introduced by Tenant) or any underground storage tank. This indemnification shall survive the termination or expiration of this Lease for any reason. The provisions of this Section shall be complied with as required from time to time.

(b) If in an emergency situation, a repair to the Leased Premises which Landlord is obligated to perform is required, Tenant shall make all reasonable efforts to contact Landlord or Landlord's managing agent by telephone and/or facsimile to advise Landlord of the need for the repair. If after making reasonable efforts to contact Landlord, either Tenant is unable to contact Landlord or Landlord's managing agent, or if Tenant succeeds in contacting Landlord or Landlord's managing agent and Landlord fails to undertake action to correct the emergency situation within one business day, Tenant may perform the repair, in such manner as Tenant deems reasonably necessary, on account of Landlord. Upon completion of the repair, Landlord shall be required to reimburse Tenant for the actual cost of the repair. Landlord's payment shall be due within thirty (30) days after receipt of Tenant's bill accompanied by reasonable evidence that Tenant has paid for the repair. In the event Landlord fails to make payment to Tenant for said repair within said thirty (30) days, such failure shall be deemed a default under this Lease and Tenant shall have all remedies set forth in Article 19 and those available at law or in equity.

For the purpose of this Section, an emergency situation means a condition or state of facts which if not corrected would result in further damage to the Leased Premises, the Building or its contents or which would impair Tenant from conducting its business at the Leased Premises in a reasonable manner.

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(c) Tenant shall make all changes and installations necessary to comply with the valid requirements of public authorities regarding the conduct of Tenant's particular business in the Leased Premises. Landlord shall make all changes and installations, and pay the cost, if any, of all inspections required to comply with the valid requirements of public authorities as they apply to the Leased Premises or the Shopping Center.

SIGNS, TENANT'S FIXTURES

12. (a) Tenant may install and operate interior and exterior electric and other signs, and in so doing shall comply with all lawful requirements. Tenant shall have the right to install mechanical equipment, including satellite dishes or other antennae for telecommunications affixed to the roof of the Leased Premises in accordance with the Plans. Tenant, at Tenant's option, may install pay telephones, within, on the exterior walls and the sidewalk adjoining the Leased Premises all commissions, fees and charges for which shall remain the property of Tenant. Tenant may also install in the Leased Premises automatic teller machines and other electronic consumer service apparatus. Tenant shall have the right, in connection with opening for business, to install Grand Opening decorations on the parapet wall of the Building and on light standards.

(b) Tenant shall at all times have the right to remove all fixtures, machinery, equipment, appurtenances and other property furnished or installed by Tenant or by Landlord at Tenant's expense, it being expressly understood and agreed that said property shall not become part of the premises but shall at all times be and remain the personal property of Tenant and shall not be subject to any Landlord's lien.

(c) This Lease is expressly conditioned upon Landlord obtaining any and all permits (except construction permits) and governmental approvals required for the installation of an LED readerboard pylon sign at the location shown on Exhibit "A" and per the Plans. If Landlord is unable to obtain all such permits and approvals, Tenant may cancel this Lease and upon such cancellation both parties shall be relieved of all liability to the other under this Lease. Landlord shall, as soon as is possible after the date hereof, install a sign foundation with conduit (per A5.1 as shown on Exhibit "C") at the location shown on Exhibit "A," upon which Tenant may install its readerboard and sign panel. Such sign shall be electrified by Landlord as soon as is practical. Tenant may install the same prior to the date that it accepts possession of the Leased Premises and such installation of said (readerboard and) sign panel shall be deemed neither acceptance of possession of the Leased Premises nor a waiver of any condition precedent to the delivery of possession of the Leased Premises.

(d) In addition to the LED Readerboard Pylon Sign described in Section 12(c), Landlord has erected a Shopping Center Pylon Sign known as "Four Cities Pylon Sign" in the area designated on Exhibit "A." Tenant shall have a right to display a sign thereon. No other tenant sign on said pylon sign shall be larger or higher than Tenant's sign. Tenant shall, from time to time during the term of this Lease, commencing on the date Tenant opens for business in the Leased Premises, pay to Landlord a pro rata share of the cost and expense of maintaining and electrifying the pylon sign. Tenant's share shall be in the same proportion to the total cost thereof as the square foot face area of Tenant's sign is to the square foot face area of the entire pylon sign. If such pylon sign is not erected and Tenant's sign is not displayed thereon for any reason whatsoever or Tenant, at Tenant's option, may terminate this Lease upon notice to Landlord.

SIDEWALKS

13. [INTENTIONALLY OMITTED]

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ALTERATIONS

14. (a) At any time and from time to time, Tenant, at Tenant's cost and expense, may make alterations and additions to the Leased Premises including, but not limited to, structural changes necessary to conform the Leased Premises to Tenant's then current prototype (provided that the structural integrity of the Building is not thereby impaired). Tenant shall obtain Landlord's consent, which shall not be unreasonably withheld or delayed, before making any structural changes to the Leased Premises. Tenant may, without Landlord's consent, however, make changes to storefronts, partitions, floors, electric, plumbing and heating, ventilating and cooling systems or components thereof. Landlord shall cooperate in securing necessary permits and approvals. Tenant shall not permit any mechanics' or other liens to stand against the Leased Premises for work or material furnished Tenant.

(b) Landlord covenants and agrees that Landlord shall not, without Tenant's written consent, make any alterations or additions to the storefront, signband or fascia of the Leased Premises. Landlord shall not permit any mechanic's liens or other liens to stand against the Shopping Center for work or material furnished to Landlord.

ASSIGNMENT AND SUBLETTING

15. (a) At any time and from time to time, Tenant may discontinue the operation of its store in the Leased Premises and/or Building.

(b) At any time and from time to time, Tenant's interest under this Lease may, be assigned and re-assigned, without Landlord's consent, provided that any such assignment or reassignment be only to a corporation which is subsidiary to or affiliated with Tenant, or to a corporation resulting from any consolidation, reorganization or merger to which Tenant, or any of its parent, subsidiaries or affiliates, may be a party. At any time and from time to time, without Landlord's consent Tenant may also sublet or license or permit a portion or portions of the Building and/or Leased Premises to be used for concessions, leased or licensed departments and demonstrations in connection with and as part of the operation of Tenant's store, the Gross Sales therefrom shall be included in the Gross Sales of Tenant.

(c) At any time and from time to time without Landlord's consent, Tenant may sublet a portion of the Leased Premises, to any person, firm or corporation, for any lawful purpose not in violation of (1) any of the following exclusive use restrictions granted by Landlord to any other tenants in the Shopping Center as of the date of this Lease provided that the same are in continued full force and effect at the time of subletting: exclusive for men's clothing and formal wear to Big and Tall, so long as Big and Tall is operating at the Shopping Center; and (2) any exclusive use restrictions granted by Landlord to any other tenants in the Shopping Center which are in full force and effect as of the time of subletting. In such case the Gross Sales of such subtenant (but not the sub-rentals paid by such sub-tenant), shall be included in the Gross Sales of Tenant. Landlord warrants and represents that, except as disclosed in this Section (c), no other exclusive use restrictions have been granted to any other occupant of the Shopping Center as of the date of this Lease or which may be paramount to the Memorandum of Lease which shall be recorded after the date hereof and Landlord does hereby indemnify and hold Tenant harmless from and against any loss, cost and expense (including without limitation attorneys fees and court costs) resulting from the breach of the foregoing warranty and representation.

(d) At any time and from time to time, Tenant without Landlord's consent may assign this Lease or Tenant may sublet the Leased Premises to any person, firm or corporation, for any lawful purpose not in violation of the exclusive use restrictions set forth in Section (c) above. In the event of any subletting, Tenant shall pay to Landlord the fixed and percentage rent, if any, provided in Article 2 of this Lease as and if the same become due and payable pursuant to this Lease.

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(e) In the event of a subletting of all or a portion of the Leased Premises, and upon Tenant's request, Landlord shall furnish and deliver to Tenant, in form and substance reasonably acceptable to Tenant, an agreement executed by Landlord, obligating Landlord to be bound as Landlord by any such sublease and by all of the subtenant's rights thereunder in the event that this Lease is terminated for any reason; provided, however, that (i) Landlord's obligations under such sublease shall be no greater than Landlord's obligations under this Lease, (ii) that the subtenant's obligations under such sublease shall be no less than Tenant's obligations under this Lease and, (iii) the subtenant has cured any breach of this Lease.

(f) Landlord shall, from time to time and within ten (10) days after request from Tenant, advise Tenant in writing of the current status of the exclusive use restrictions described in Section (c), above. If Landlord shall fail to so advise Tenant, it shall be conclusively presumed that such exclusive use restrictions are no longer in effect.

(g) Notwithstanding any assignment of this Lease, Walgreen Co. shall not be released from liability so long as the Lease is not modified or amended in any respect without the prior written approval of Walgreen Co.. In the event of a default by any such assignee, Landlord shall give Walgreen Co. notice of such default, shall accept cure of such default by Walgreen Co. within thirty (30) days after such notice and shall permit Walgreen Co. to re-enter and repossess the Leased Premises for the then unelapsed portion of the Term of this Lease upon all of the provisions of this Lease.

CASUALTY

16. (a) If the Building and/or Leased Premises and/or any improvements thereon shall be damaged or destroyed by fire or other casualty, then Tenant, shall, within thirty (30) days after such casualty, elect to either (i) repair and restore the Building, Leased Premises and/or improvements thereon to their condition immediately prior to such damage or destruction or (ii) notify Landlord that Landlord shall effectuate such repair and restoration. If Landlord is effectuating such repair and restoration, unless the Building and/or Leased Premises is/are completely restored to such condition within twelve (12) months of the date of such casualty, the rent and all other charges shall abate proportionately according to the extent the Leased Premises remains unusable as a result of such damage or destruction from and after the first day of the thirteenth (13th) month after such casualty until such restoration is completed. Except as set forth in the previous sentence, Tenant shall not be entitled to any rental abatements hereunder as a result of any damage to or destruction of the Building. If Landlord is effectuating such repair or restoration, Landlord shall commence such repair and/or restoration as soon as is possible after such occurrence, but in any event not later than sixty (60) days after Tenant's election that Landlord shall effectuate such repair and restoration (provided that Landlord has received the first installment of proceeds under Section (b) below) and shall diligently pursue such repair or restoration to completion. In the event that Landlord is effectuating such repair and restoration and such repair or restoration is not completed within two hundred seventy days (270) days after Tenant's election that Landlord shall effectuate such repair and/or restoration (provided that Landlord promptly receives the insurance proceeds under Section (b) below) Tenant may, at Tenant's option, cancel this Lease. Subject to the payment of proceeds by Tenant as expressly set forth in Section (b) below, under no circumstances shall Tenant be liable for any loss or damage, including but not limited to damage to the Building or Leased Premises resulting from fire or other casualty.

(b) In the event the Building is damaged to the extent of fifteen percent (15%) or more thereof, or destroyed by fire or other casualty, or in the event any such casualty occurs after the first day of the two hundred seventeenth (217th) full calendar month of the Term, Tenant may cancel this Lease by notice to Landlord. If Tenant has so canceled this Lease and the fire or other casualty is an insurable casualty under Tenant's special form coverage insurance, Tenant shall provide Landlord with the proceeds of such insurance in an amount required by Article 22 of this Lease. Any

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proceeds payable by Tenant to Landlord under this Section (b) shall be exclusive of the cost of improvements made by or on behalf of Tenant to the Leased Premises and/or Building. In the event Tenant shall elect not to cancel this Lease under this Article 14 and Landlord is effectuating such reconstruction or repair, Landlord and Tenant shall enter into a construction escrow agreement satisfactory to Tenant appointing either Tenant or third party as escrow agent (in Tenant's discretion) to disburse such proceeds as Landlord's repair and reconstruction work progresses and to monitor repair and reconstruction of the Building and improvements by Landlord.

(c) In addition if any portion of the Shopping Center other than the Leased Premises and the parking areas and other facilities serving the Leased Premises shall be damaged or destroyed by fire or other casualty, Landlord at Landlord's option, forthwith and with due diligence, shall either (i) repair or restore said portion of the Shopping Center to its condition immediately prior to such damage or destruction, (ii) erect similar buildings and improvements in such locations or (iii) remove the debris resulting from such event, demolish the damaged portion of the buildings and restore the damaged areas to a safe and clean condition.

(d) If required by statute, ordinance, governmental rule or regulation or the Plans and/or Criteria, Landlord, at Landlord's expense, shall install a fire alarm system and/or sprinkler system to serve the Leased Premises and if required by statute, ordinance, governmental rule or regulation, cause the fire alarm and sprinkler system serving the Leased Premises and/or Building to be monitored and maintained by a reputable alarm service company and/or the local fire department. Landlord shall (i) provide Tenant with a copy of the alarm service contract, and (ii) notify Tenant's Construction Department that such monitoring is required (as of the date that Landlord notifies Tenant of delivery of possession pursuant to Article 4 of this Lease). Provided that Tenant has approved alarm service company selected by Landlord, and provided that Landlord arranges to have the approved alarm service company bill Tenant directly, Tenant shall pay for governmentally required monitoring and/or maintenance services, including charges for dedicated phone lines, to the extent the same apply to the Leased Premises. Landlord shall be responsible for any costs incurred for permits, inspections and false alarms caused by fault of Landlord. Landlord shall, at Landlord's expense, install and maintain any phone line(s) required in connection with such fire alarm and sprinkler system.

LANDLORD'S RIGHT TO INSPECT

17. Landlord may at reasonable times during Tenant's business hours, and after so advising Tenant, enter the Leased Premises for the purpose of examining and of making repairs required of Landlord under this Lease, but not so as to interfere with Tenant's business.

SURRENDER

18. At the expiration or termination of this Lease, Tenant shall surrender immediate possession of the Leased Premises in as good condition as when delivered to Tenant, subject to reasonable wear and tear, changes and alteration, damage by fire, casualty and the elements, and other repairs which are Landlord's obligation. Any holding over by Tenant shall not operate, except by written agreement, to extend or renew this Lease or to imply or create a new lease, but in case of any such holdover, Landlord's remedies shall be limited to either the immediate termination of Tenant's occupancy or the treatment of Tenant's occupancy as a month to month tenancy, any custom or law allowing other remedies or damages or which may be to the contrary notwithstanding. Tenant shall repair damage caused by the removal of Tenant's fixtures and equipment.

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DEFAULT AND REMEDIES

19. (a) If any rent is due and remains unpaid for ten (10) days after receipt of notice from Landlord, or if Tenant breaches any of the other covenants of this Lease and if such other breach continues for thirty (30) days after receipt of notice from Landlord, Landlord shall then but not until then, as its sole legal remedy in addition to its remedies in equity, if available, have the right to sue for rent, or to terminate this Lease and re-enter the Leased Premises; but if Tenant shall pay said rent within said ten (10) days, or in good faith within said thirty (30) days commence to correct such other breach, and diligently proceed therewith, then Tenant shall not be considered in default. Notwithstanding the foregoing, should Tenant be in default, after notice and expiration of the applicable cure period provided above in this Section (a), Landlord shall not be entitled to terminate this Lease and re-enter the Leased Premises as a result thereof if Tenant's default shall not be deemed material, and/or if Tenant's failure to perform is the result of a good faith dispute as to Tenant's obligation(s) under the terms of this Lease.

(b) If Landlord shall from time to time fail to pay any sum or sums due to Tenant and if such failure continues for thirty (30) days after receipt of notice from Tenant, Tenant shall have the right and is hereby irrevocably authorized and directed to deduct such sum or sums from fixed and percentage rent and other sums due Landlord, together with interest thereon at the so-called prime rate charged from time to time by Bank One, plus two percent until fully reimbursed. If Landlord shall from time to time fail to perform any act or acts required of Landlord by this Lease and if such failure continues for thirty (30) days after receipt of notice from Tenant, Tenant shall then have the right, in addition to such remedies as may be available under law or in equity, at Tenant's option, to perform such act or acts, in such manner as Tenant deems reasonably necessary, and the full amount of the cost and expense so incurred shall immediately be owing by Landlord to Tenant, and Tenant shall have the right and is hereby irrevocably authorized and directed to deduct such amount from fixed and percentage rent and other sums due Landlord, together with interest thereon at the so-called prime rate charged from time to time by Bank One, plus two percent until fully reimbursed. If Landlord shall in good faith within said thirty (30) days commence to correct such breach, and diligently proceed therewith to completion, then Landlord shall not be considered in default.

(c) No delay on the part of either party in enforcing any of the provisions of this Lease shall be considered as a waiver thereof. Any consent or approval granted by either party under this Lease must be in writing and shall not be deemed to waive or render unnecessary the obtaining of consent or approval with respect to any subsequent act or omission for which consent is required or sought.

TITLE AND POSSESSION

20. (a) Landlord covenants, represents and warrants that Landlord shall use best efforts to enter into a contract to acquire fee simple title to the Shopping Center and the right to enter into this Lease, that said entire property is now and shall be as of the date of the recording of a Memorandum of this Lease, and a Ratification Agreement as below defined free and clear of all liens, encumbrances and restrictions, except: for those items set forth on Exhibit "F" attached hereto and made a part hereof, and that upon paying the rents and keeping the agreements of this Lease on its part to be kept and performed, Tenant shall have peaceful and uninterrupted possession during the Term of this Lease. Upon acquisition of fee simple title to the Shopping Center, Landlord shall execute and record the Ratification Agreement in form attached hereto as Exhibit "E." Landlord shall provide Tenant with the original recorded Ratification Agreement. Landlord, at Landlord's expense, shall also furnish Tenant evidence of Landlord's title and the status thereof as of the date hereof and as of the date of the recordation of the memorandum and Ratification Agreement hereof. Such evidence shall be in form and substance reasonably satisfactory to Tenant and shall be delivered to Tenant no later than seven (7) business days prior to the date for delivery of

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possession as described in Section (a) of Article 4, and shall include, among other things, evidence that the Shopping Center is properly zoned for general retail use, including the operation of a drug store with a drive through pharmacy. Landlord warrants and represents that no encumbrance or restriction imposed upon the Shopping Center, whether or not described in this Section (a), shall impair and/or restrict any right granted to Tenant or derived by Tenant under this Lease and Landlord does hereby indemnify and hold Tenant harmless from and against all loss, cost and expense (including without limitation attorneys fees and court costs) resulting from the breach of the foregoing warranty and representation. Landlord shall also provide Tenant with an as-built survey of the Shopping Center drawn per ALTA standards and certified to Tenant.

(b) If as of the date of the recordation of the Memorandum of this Lease or the Ratification Agreement, whichever is later, the Shopping Center, or any part thereof is subject to any mortgage, deed of trust or other encumbrance in the nature of a mortgage, which is prior and superior to this Lease, it is a further express condition hereof that Landlord shall thereupon furnish and deliver to Tenant, in form and substance acceptable to Tenant, an agreement executed by such mortgagee or trustee, either (i) making such mortgage, deed of trust or other encumbrance in the nature of a mortgage subject and subordinate to this Lease and to the leasehold estate created hereby and to all of Tenant's rights hereunder, or (ii) obligating such mortgagee or trustee and any successor thereto to be bound by this Lease and by all of Tenant's rights hereunder, provided that Tenant is not then in continued default, after notice, in the payment of rents or otherwise under the terms of this Lease.

(c) It is understood and agreed that Tenant shall, in no event, be obligated to accept possession of the Shopping Center until the Landlord has complied with the provisions of this Article.

(d) Landlord shall use its best effort to acquire legal title to the Shopping Center. If Landlord is unable to acquire legal title to the Shopping Center within sixty days after execution of this Lease, Landlord may terminate this Lease and neither party shall have any liability or further obligation under this Lease. However, if within two years from the date of this Lease, Landlord and/or the beneficiaries thereof and/or any member of their immediate family and/or any affiliated entity acquires legal title to the Shopping Center as an owner, shareholder, partner, principal beneficiary or otherwise directly or indirectly owns, acquires, leases or controls the Shopping Center, then this Lease, at Tenant's option shall be deemed reinstated and such party acquiring title shall ratify and adopt this Lease. Both parties recognize that a breach of this paragraph will leave Tenant with no adequate remedy at law and accordingly, Tenant may seek appropriate equitable relief against such party acquiring title.

REAL ESTATE TAXES

21. (a) Landlord shall use commercially reasonable efforts to partition the Leased Premises and a portion of the parking area thereof as a separate tax parcel (the "Tax Parcel"), as same is set forth on Exhibit "A" attached hereof and to make a mailing address change on the property tax records so that the tax bill and tax notices for only the Leased Premises will be mailed to Tenant at the following address: Walgreen Co., 300 Wilmot Road, Deerfield, Illinois 60015, Attn.: Tax Department. Prior to the date that the tax bill is mailed directly to Tenant pursuant hereto, Landlord, prior to delinquency, shall send to Tenant a copy of the tax bill for the Leased Premises.

(b) If Landlord is successful in partitioning the Leased Premises as a separate tax parcel, the following provisions shall apply:

(i) Upon receipt of the aforesaid tax bills, Tenant shall pay, when due and before delinquency, all real estate taxes and assessments of every kind and nature, levied and assessed against the Tax Parcel, all improvements thereon and the realty thereunder, but excluding any impact fee or tax levied and assessed against

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Landlord or the Leased Premises by any governmental authority, as a result of Landlord's proposed development and initial construction of the Leased Premises (collectively, "Taxes") commencing with the Rent Commencement Date and continuing for the remainder of the Term. However, the Taxes levied or assessed for the year in which Tenant commences paying fixed rent shall be prorated between Landlord and Tenant so that Tenant shall pay only such part thereof as pertains to the period commencing on the Rent Commencement Date and ending December 31st, and the Taxes levied or assessed for the year during which this Lease expires or is terminated shall be prorated between Landlord and Tenant so that Tenant shall pay only such part thereof as pertains to the period commencing on January 1st and ending on the date this Lease expires or is terminated.

(ii) Tenant shall have the right to contest the validity or the amount of any Tax levied against the Tax Parcel or any improvements thereon, provided that Tenant shall not take any action which will cause or allow the institution of foreclosure proceedings against the Tax Parcel. Landlord shall cooperate at no out of pocket cost to Landlord in the institution of any such proceedings to contest the validity or amount of real estate taxes and will execute any documents required therefor. Landlord covenants and agrees that if there shall be any refunds or rebates on account of any Taxes paid by Tenant under the provisions of this Lease, such refund or rebate shall belong to Tenant. Any such refunds or rebates received by Landlord shall be held in trust for the benefit of Tenant and shall be forthwith paid to Tenant. Landlord shall, on request of Tenant, sign any receipt which may be necessary to secure the payment of any such refund or rebate, and shall pay over to Tenant such refund or rebate as received by Landlord.

(c) Until such time as the Tax Parcel shall be partitioned as a separate tax parcel, Landlord shall pay before delinquency all Taxes levied against the Shopping Center. Tenant shall pay to Landlord, from time to time, during the Term and upon request of Landlord (sent to Tenant's Tax Department at 300 Wilmot Road, Deerfield, Illinois 60015 or as otherwise directed by Tenant) accompanied by a paid tax bill or photocopy thereof, a pro rata share of the Taxes so levied and assessed. Tenant's pro rata share of such taxes shall be an amount equal to the total of such Taxes multiplied by a fraction, the numerator of which shall be the square foot floor area of the Leased Premises and the denominator of which shall be the square foot floor area of all buildings in the Shopping Center. In no event shall Tenant be required to pay Taxes pertaining to any period prior to the Rent Commencement Date or subsequent to the expiration or earlier termination of the Lease. Any increase in such taxes by reason of improvements made by anyone other than Tenant in the Shopping Center shall not be chargeable to Tenant under this Article, and it is further understood that any liability hereunder for any period in which the Term of this Lease shall not cover an entire tax year shall be properly prorated.

(d) All special benefit taxes and special assessments shall be spread over the longest time permitted and Tenant's liability for installments of such special benefit taxes and special assessments not yet due shall cease upon the expiration or termination of this Lease. In no event shall Tenant be obligated to pay any impact fees whether or not billed by the taxing authority as a special benefit tax or a special assessment.

(e) Tenant shall have the right, and is hereby irrevocably authorized and directed to deduct and retain amounts payable under the provisions of this Article from additional percentage rents payable under Section (b) of Article 2 for such tax year, or in the alternative, if such taxes for any tax year are payable after percentage rents under Section (b) of Article 2 for such tax year are payable, then Tenant shall have no liability under this Article to the extent of such percentage rents paid for such tax year; in such event, Tenant shall pay such taxes and Landlord shall refund to Tenant the amount of such overpayment of percentage rent.

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INSURANCE

22. (a) Landlord shall procure and continue in effect public liability and property damage insurance with respect to the operation of the Development. Such public liability insurance shall cover liability for death or bodily injury in any one accident, mishap or casualty in a sum of not less than \$2,000,000.00 and shall cover liability for property damage in any one accident, mishap or casualty in the amount of not less than \$200,000.00 and further such insurance shall be endorsed to name Tenant as an additional insured. Tenant shall pay to Landlord, from time to time, during the Term, upon request of Landlord (sent to Tenant's Fixed Assets Department at 300 Wilmot Road, Deerfield, Illinois 60015 or as otherwise directed by Tenant), accompanied by a paid bill or photocopy thereof, the amount of such premiums multiplied by a fraction, the numerator of which shall be the square foot floor area of the Leased Premises and the denominator of which shall be the square foot floor area of all buildings in the Shopping Center. Tenant shall have the right and is hereby irrevocably authorized and directed to deduct and retain amounts of any payments made pursuant to this Article in any lease year from additional percentage rents payable under Section (b) of Article 2 for such lease year or, in the alternative, if such payments for any lease year are payable after percentage rents under Section [b] of Article 2 for such lease year are payable, then Tenant shall have no liability under this Article to the extent of such percentage rents paid for such lease year.

It is understood that any increase in such premiums by reason of improvements made by anyone other than Tenant in the Shopping Center after initial construction thereof shall not be chargeable to Tenant under this Article. Any liability hereunder for any period in which the Term shall not cover an entire insurance premium year shall be properly prorated.

(b) Commencing with the Initial Term and continuing until the last day of the two hundred fortieth (240th) month of the Term, Tenant shall carry fire and extended coverage insurance covering the Building and the other improvements on the Leased Premises to the extent of not less than 100% of the full insurable value, less foundations, with companies which are authorized to do business in the State of Illinois and are governed by the regulatory authority which establishes maximum rates in the vicinity. Commencing with the first day of the 241st month of the Term, such coverage shall be on an actual cash value basis. For so long as Tenant is not self insuring, the insurance coverage limits required by this Section 22 will from time to time (but not more often than once every ten years beginning with the Rent Commencement date) be increased to such minimum amounts which are commercially reasonable for properties of the same type as the Leased Premises within the general location of the Leased Premises. Landlord and Tenant, in such event, shall reasonably cooperate with one another in determining such new increased minimum insurance coverages. In the event that Landlord and Tenant shall disagree on such new minimum coverage limits at any such adjustment, then Tenant shall not be considered in default of this Lease; instead, the parties shall agree on and appoint an independent third party qualified in commercial insurance matters, to submit said matter to and the parties shall then abide by such independent third party's determination of the increased insurance minimum coverages for the then applicable ten (10) year period. The amount of such coverage limits shall not be in excess of that which is commercially reasonable for properties of the same type as the Leased Premises. Notwithstanding anything herein to the contrary (including the fact that Landlord's lender may be named as loss payee on any insurance certificate evidencing the coverages carried by Tenant hereunder), the proceeds from Tenant's casualty insurance hereunder shall be paid and applied only as set forth in Article 16 hereof. Any insurance carried or required to be carried by Tenant pursuant to this Lease, at Tenant's option may, be carried under an insurance policy(ies), self-insurance [so long as Tenant maintains a net worth of at least one hundred million dollars (\$100,000,000.00)] or pursuant to a master policy of insurance or so-called blanket policy of insurance covering other locations of Tenant or its corporate affiliates, or any combination thereof so long as such coverage is not diminished or reduced; provided, however, that in the event Tenant carries any of such insurance under any policy, Tenant

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shall have the right and is hereby irrevocably authorized and directed to deduct and retain the amounts of said premiums in any lease year from percentage rents payable under Section (b) of Article 2 for such lease year. Upon request of Landlord, Tenant shall provide certificates evidencing such insurance. Said certificates shall name Landlord and/or its Lender as an additional insured and/or loss payee, as appropriate.

Landlord and Tenant agree that, in the event of loss due to any of the perils for which they have agreed to provide insurance, each party shall look solely to its insurance for recovery. Landlord and Tenant hereby grant to each other, on behalf of any insurer providing insurance to either of them, with respect to the Leased Premises, a waiver of any right of subrogation, which any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance, provided that such waiver of the right of subrogation shall not be operative where the effect is to invalidate such insurance coverage.

MUTUAL INDEMNITY

23. Except for loss, cost and expense caused by fire or other casualty, Landlord and Tenant shall each indemnify and hold harmless the other against and from any and all loss, cost and expense resulting from their own respective negligent acts and omissions or the negligent acts and omissions of their respective employees in the course of their employment.

PRORATIONS

24. As a condition precedent to Tenant's obligation to make payments to Landlord, Landlord shall furnish Tenant with an audited or certified statement of prorations made by Landlord and charged to Tenant hereunder together with a statement showing detailed expenditures made by Landlord for said expenses. Landlord shall provide Tenant with photocopies of actual bills indicating payment of such charges upon Tenant's request. The failure of Landlord to include any expenditure in a statement to Tenant within twelve (12) months of the date of such expenditure shall be deemed a waiver by Landlord of Landlord's right to demand payment by Tenant of Tenant's proportionate share thereof. Tenant at reasonable times during business hours, shall have access to the records which are the basis of such statements at the place where the same are kept, for the purpose of inspecting and auditing the same.

BROKERAGE

25. Landlord and Tenant represent that they have dealt with no broker or agent with respect to this Lease except Peter Childs, the commission and fee of whom shall be paid by Landlord. Landlord hereby indemnifies and saves and holds Tenant harmless against any claims for brokerage commissions or compensation or other claims of any kind (including reasonable attorney's fees and costs) arising out of the negotiation and execution of this Lease or Tenant's interest or involvement with respect to the Leased Premises.

PREVAILING PARTY

26. In the event of litigation between Landlord and Tenant in connection with this Lease, the reasonable attorneys' fees and court costs incurred by the party prevailing in such litigation shall be borne by the non-prevailing party.

NOTICES

27. All notices hereunder shall be in writing and sent by United States certified or registered mail, postage prepaid, or by overnight delivery service providing proof of receipt, addressed if to Landlord, to:

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Michael Tansey
75-933 Hiona Street
Holualoa, HI 96725

and if to Tenant, to 200 Wilmot Road, Deerfield, Illinois 60015, Attention: Law Department, and a duplicate to the Leased Premises, provided that each party by like notice may designate any future or different addresses to which subsequent notices shall be sent. Notices shall be deemed given upon receipt or upon refusal to accept delivery.

TRANSFER OF TITLE

28. In the event that Landlord conveys its interest in the Shopping Center to any other person or entity, Tenant shall have no obligation to pay rents or any other charges under this Lease to any such transferee until Tenant has been so notified and has received satisfactory evidence of such conveyance together with a written direction from such transferee as to the name and address of the new payee of rents and other charges. It is understood and agreed that Tenant's withholding of rent and other charges until its receipt of such satisfactory evidence shall not be deemed a default under this Lease.

RENT TAX

29. In the event that any governmental authority imposes a tax, charge, assessment or other imposition upon tenants in general which is based upon the rents payable under this Lease, Tenant shall pay the same to said governmental authority or to Landlord if Landlord is responsible to collect the same (in which case Landlord shall remit the same in a timely manner and, upon request of Tenant, evidence to Tenant said remittance). Tenant is hereby authorized and directed to deduct the amount of such taxes, charges, assessments or impositions from additional percentage rents payable under Section (b) of Article 2 for such lease year or, in the alternative, in the event that such imposition or a portion thereof is due after percentage rents, payable under Section (b) of Article 2, Tenant shall have no liability under this Article to the extent that percentage rents for said lease year have been paid. Nothing contained herein shall be deemed to obligate Tenant with respect to any income, inheritance or successor tax or imposition.

AUDIT

30. Tenant reserves the right to inspect and audit at any time, and from time to time, Landlord's books, records and other documents which evidence the purchase price of the land legally described on Exhibit "B" as well as the development and construction costs related to the Building and other improvements constructed on the Leased Premises. In connection therewith, Landlord shall retain such books, records and other documents which will enable Tenant to conduct such audit. The foregoing obligations shall expressly survive the assignment of this Lease and/or sale of the Leased Premises by the person or entity who or which is the Landlord executing this Lease.

WAIVER OF SUBROGATION

31. Landlord and Tenant agree that, in the event of loss due to any of the perils for which they have agreed to provide insurance, each party shall look first to its insurance for recovery. Landlord and Tenant hereby grant to each other, on behalf of any insurer providing insurance to either of them, with respect to the Leased Premises, a waiver of any right of subrogation which any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance, provided that such waiver of the right of subrogation shall not be operative where the effect is to invalidate such insurance coverage.

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RIGHT OF FIRST REFUSAL

32. (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) 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). In submitting the Bona Fide Offer to Tenant, Landlord shall segregate the price and the terms of the offer for the Leased Premises from the price and other terms connected with any additional property or properties that such person or entity is offering to purchase from Landlord. Tenant may, at Tenant's option and within forty-five (45) 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 (i) an amount equal to broker's fees or commissions that would have been payable by either the purchaser or Landlord if the Leased Premises were sold pursuant to a Bona Fide Offer; and (ii) the amount of any payment(s) to be made by the proposed purchaser to any entity owned or controlled by, or affiliated with, the proposed purchaser. 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.

ACQUISITION CONTINGENCY

33. Landlord shall use its best efforts to acquire legal title to the Leased Premises. If Landlord is unable to acquire legal title to the Leased Premises within three (3) months after execution of this Lease, Landlord may terminate this Lease, and neither party shall have any liability or further obligation under this Lease. However, if within two (2) years from the date of this Lease, Landlord and/or any affiliated entity acquires legal title to the Leased Premises as an owner, shareholder, partner, principal, beneficiary or otherwise directly or indirectly owns, acquires, leases or controls both the Leased Premises and the Adjacent Property, then this Lease, at Tenant's option shall be deemed reinstated and such party acquiring title shall ratify and adopt this Lease. Both parties recognize that a breach of this paragraph will leave Tenant with no adequate remedy at law and accordingly, Tenant may seek appropriate equitable relief against such party acquiring title.

CONDEMNATION

34. If the entire Building and/or Leased Premises shall be taken by reason of condemnation or under eminent domain proceedings, Landlord or Tenant may terminate this lease as of the date when possession of the Leased Premises is taken. If a portion of the Building shall be taken under eminent domain or by reason of condemnation and if in the opinion of Tenant, reasonably exercised, the remainder of the Building are no longer suitable for Tenant's business, this Lease, at Tenant's option, to be exercised by notice to Landlord within 60 days of such taking shall terminate; any

unearned rents paid or credited in advance shall be refunded to Tenant. If this Lease is not so terminated, Landlord forthwith and with due diligence, shall restore the Building and/or Leased Premises. Until so restored, fixed rent shall abate to the extent that Tenant shall not be able to conduct business, and thereafter fixed rent for the remaining portion of the Term shall be proportionately reduced.

In the event any part of the parking areas or other service areas of the Leased Premises shall be taken by reason of condemnation or under eminent domain or if as a result of such taking any driveway access to the Leased Premises will be closed and if in the opinion of Tenant, reasonably exercised, the Leased Premises are no longer suitable for Tenant's business, this lease, at Tenant's option by notice to Landlord within 60 days of such taking shall terminate. If this Lease is not terminated, Landlord, at Landlord's expense shall restore the remaining Leased Premises or parking areas to a proper and usable condition.

Tenant shall be entitled to the award in connection with any condemnation insofar as the same represents compensation for or damage to Tenant's fixtures, equipment, leasehold improvements or other property, moving expenses as well as the loss of leasehold (i.e. the unexpired balance of the lease term immediately prior to such taking). Landlord shall be entitled to the award insofar as same represents compensation for or damage to the fee remainder.

For the purposes of this Article, the term "condemnation or under eminent domain proceedings" shall include conveyances and grants made in anticipation of or in lieu of such proceedings.

MISCELLANEOUS

35. (a) Captions of the several Articles contained in this Lease are for convenience only and do not constitute a part of this Lease and do not limit, affect or construe the contents of such Articles.

(b) If any provision of this Lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(c) If Landlord is comprised of more than one person or entity, the obligations imposed on Landlord under this Lease shall be joint and several.

(d) All provisions of this Lease have been negotiated by both parties at arm's length and neither party shall be deemed the scrivener of this Lease. This Lease shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof.

(e) This instrument shall merge all undertakings, representations, understandings, and agreements whether oral or written, between the parties hereto with respect to the Leased Premises and the provisions of this Lease and shall constitute the entire Lease unless otherwise hereafter modified by both parties in writing.

(f) 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.

(g) Landlord has been afforded a full and fair opportunity to seek advice from legal counsel and Landlord acknowledges that Tenant's attorney represents Tenant and not Landlord.

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(h) Notwithstanding any provision of this Lease to the contrary, the Term shall commence, if at all, not later than twenty-one (21) years after the date of this Lease.

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Property of Cook County Clerk's Office

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Cicero & 87th
Hometown, IL

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

WALGREEN CO.

EXCULPATORY CLAUSE ATTACHED HERETO
AND MADE A PART THEREOF.
STANDARD BANK AND TRUST COMPANY,
not personally but as trustee under that certain
Trust Agreement dated September 12, 1985
and known as Trust No. 9852

KTS
MK

By *William A. Guil*
Vice President

By *Patricia Ralphson*
Its Patricia Ralphson, T. O.

Attest:

Sam Godwin
Assistant Secretary

Attest:

Sandra A. Kelly
Sandra Kelly, L. O.

Witnesses:

Donald Lynn [Signature]
Julia McAuley

Witnesses:

Open Cook County Clerk's Office

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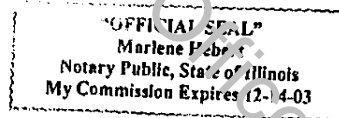
This DOCUMENT is executed by STANDARD BANK & TRUST COMPANY, not personally but as Trustee under Trust No. 9852 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said Document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said Document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely hold legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. Inevent of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said Trustee, the provisions of this rider shall be controlling.

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Patricia Ralphson, T. O. of STANDARD BANK & TRUST COMPANY and Sandra Kelly, L. O. of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such T. O. and L. O. respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said L. O. did also then and there acknowledge that he/she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposed therein set forth.

Given under my hand and Notarial Seal this 27th day of June,
2001

Marlene Pebr...
Notary Public



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- 8-29-00-B
- 12-13-00
- 12-08-00

HOMETOWN, ILLINOIS
 DEVELOPMENT, INC.
 HOLLUALOA, HI 96725
 & ASSOCIATES
 CHICAGO, IL 60604
 INFORMATION PROVIDED BY CLIENT

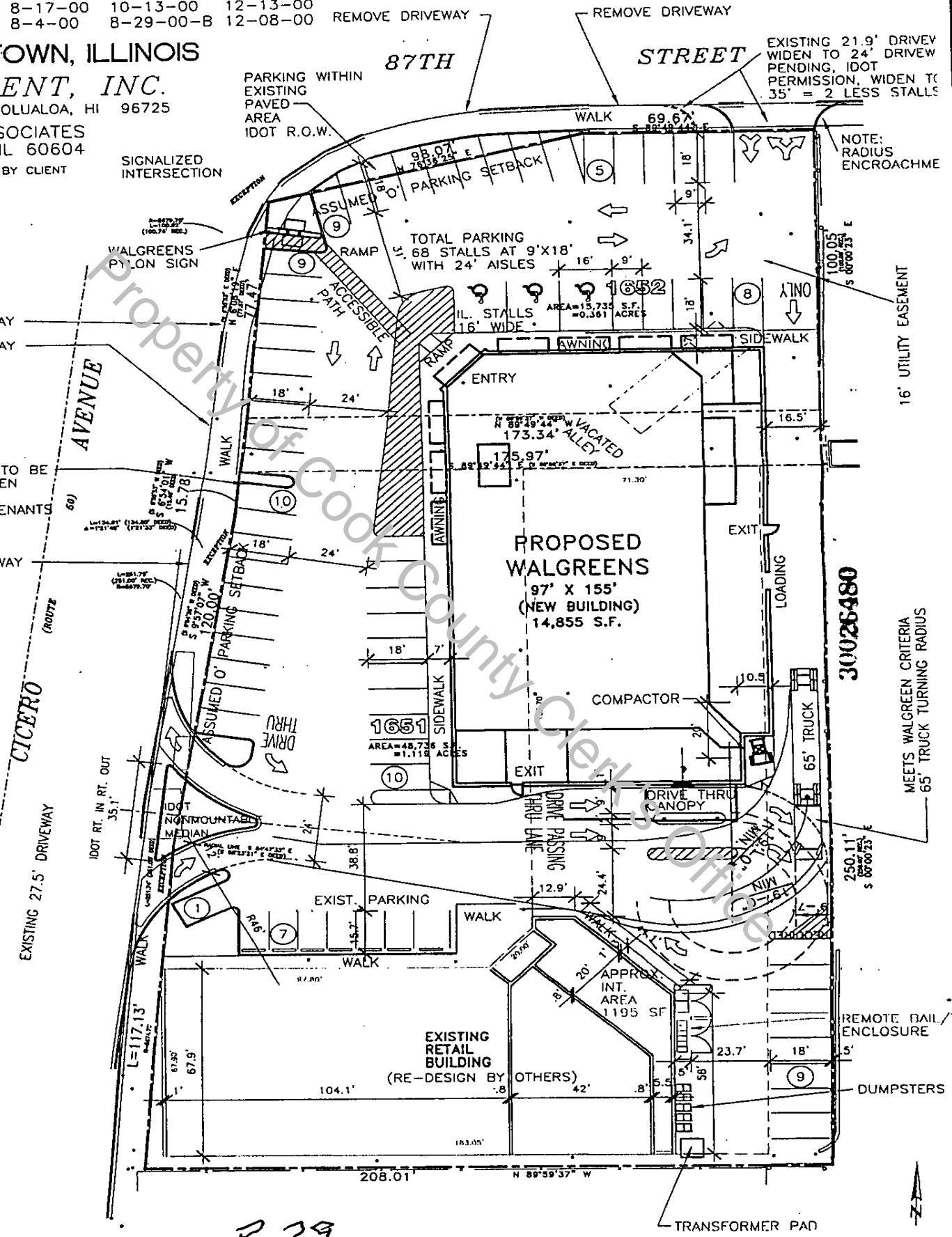
LOCAL OFFICIALS
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REMOVE DRIVEWAY
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EXISTING SIGN TO BE
 SHARED BETWEEN
 WALGREEN CO.
 AND CENTER TENANTS.

EXISTING 27.5' DRIVEWAY
 IDOT RT. IN RT. OUT
 NON MOUNTABLE
 MEDIAN

P. 29
 EXHIBIT "A"



EXISTING 21.9' DRIVEWAY
 WIDEN TO 24' DRIVEWAY
 PENDING, IDOT
 PERMISSION, WIDEN TO
 35' = 2 LESS STALLS

NOTE:
 RADIUS
 ENCROACHME

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MEETS WALGREEN CRITERIA
 65' TRUCK TURNING RADIUS

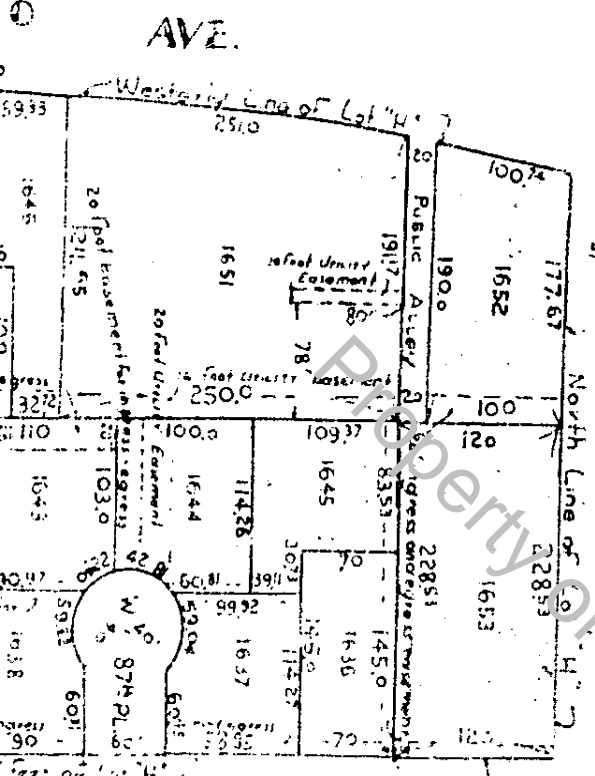
REMOTE BAIL/T/C
 ENCLOSURE
 DUMPSTERS

D. Erck
 12/14/00

J. E. MERRION AND CO'S
HOMETOWN UNIT NO. 10

A Subdivision of Lot 'H' (except the East 590.47 feet thereof) in J. E. Merrion and Co's Hometown Unit No. 7, a subdivision of Lot 'F' in J. E. Merrion and Co's Hometown Unit No. 5, a subdivision of part of the Northwest 1/4 of Section 3, Township 37 North, Range 13 East of the 3rd Principal Meridian in Cook County, Illinois.

North Line of Section 33
W 89 1/2° S T



State of Illinois
County of Cook

I, the undersigned, an Illinois Land Surveyor do hereby certify that I have surveyed the above described property and that I am subdividing the same into lots and street lots of which a copy of the plat is on file in my office. Dimensions are given in feet and decimal parts thereof connected to 62 degrees Fahrenheit.

CHICAGO May 11 A.D. 1954

W. H. ...
Surveyor

La Salle National Bank, a National Banking Association, Chicago, Illinois, under the provisions of a Trust Agreement dated August 5, 1947 and amended Trust Agreement dated September 18, 1953 and known as Trust No. 15812 and Trust Agreement dated November 16, 1953 and known as Trust No. 15813.



Office
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1648	1649	1650	1651	1652	1653	1654	1655	1656	1657	1658	1659	1660	1661	1662	1663	1664	1665	1666	1667	1668	1669	1670
1648	1649	1650	1651	1652	1653	1654	1655	1656	1657	1658	1659	1660	1661	1662	1663	1664	1665	1666	1667	1668	1669	1670

Find no delinquent unpaid or fraction general taxes of fractional assessments against the land within the enclosed plat

June 11, 1954 A.C. 1954

Max & Fannie
City Clerk, Hometown, Illinois

Approved by the Mayor and City Council of Hometown, Illinois, this 12th day of JUNE A.C. 1954

Witness my hand and official seal this 12th day of May A.D. 1954

Max & Fannie
City Clerk

By *Benjamin P. Kelly*



FOR THE MATRIMONIAL PLAT

FOR THE MATRIMONIAL PLAT

RECORDED IN BOOK 11, PAGE 13

1628599



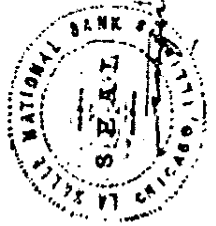
County of Cook, Ill.
City of Chicago

Witness my hand and official seal this 12th day of May A.D. 1954

Charles E. Hoffman
City Clerk

My Commission Expires October 26, 1957

John P. Hayes
City Clerk



Said County in the State of Illinois, do hereby certify that *Franklin A. Hayes* Assistant Secretary of the La Salle National Bank of Chicago and *John P. Hayes* Secretary of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such *AST* Vice President and *AST* Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and of the free and voluntary act of said Bank, for the uses and purposes therein set forth, and the said *AST* Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank did by the said seal to said instrument as set on free and voluntary act and of the free and voluntary act of said Bank, for the uses and purposes therein set forth.

PROPERTY OF COOK COUNTY OFFICE

2014-2015 55X

EXHIBIT "B"

LEGAL DESCRIPTION OF SHOPPING CENTER

Parcel 1:

THAT PART OF LOT 1652, LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF LOT 1652 AFORESAID 69.67 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTHWESTERLY TO A POINT 165 FEET WEST OF AND 23 FEET SOUTH OF SAID NORTHEAST CORNER (AS MEASURED ON SAID NORTH LINE AND ON A LINE AT RIGHT ANGLES THERETO); THENCE SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF LOT 1652 AFORESAID 5.1 FEET EAST OF THE SOUTHWEST CORNER THEREOF AND EXCEPTING THEREFROM THAT PART ACQUIRED BY CONDEMNATION IN CIRCUIT COURT OF COOK COUNTY PROCEEDING NUMBER 85L50169, NAMELY THAT PART OF LOT 1652 DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF SAID LOT 5.1 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 59 MINUTES 37 SECONDS EAST ALONG THE SOUTH LINE 9.06 FEET; THENCE NORTH 6 DEGREES 55 MINUTES 53 SECONDS EAST 77.57 FEET TO A POINT 165.0 FEET WEST AND 23.0 FEET SOUTH OF THE NORTHEAST CORNER (AS MEASURED ON SAID NORTH LINE AND ON A LINE AT RIGHT ANGLES THERETO); THENCE SOUTH 13 DEGREES 27 MINUTES 13 SECONDS WEST 79.14 FEET TO THE POINT OF BEGINNING IN J.E. MERRION AND COMPANY'S HOMETOWN UNIT NO. 10, BEING A SUBDIVISION OF LOT "H" (EXCEPT THE EAST 590.47 FEET THEREOF) IN J.E. MERRION AND COMPANY'S HOMETOWN UNIT NO. 7, A SUBDIVISION OF LOT "F" IN J.E. MERRION AND COMPANY'S HOMETOWN UNIT NO. 5, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JUNE 11, 1954, AS DOCUMENT NUMBER 1528599, IN COOK COUNTY, ILLINOIS.

Parcel 2:

LOT 1651 (EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED CURVED LINE: BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 1651, A DISTANT 5.10 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTHERLY ALONG A CURVED LINE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 5674.70 FEET AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 1651, A DISTANCE OF 251.00 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 1651 DISTANT 5.10 FEET EAST OF THE SOUTHWEST CORNER THEREOF) (ALSO EXCEPTING THAT PART OF LOT 1651 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 5.10 FEET EAST OF THE NORTHWEST CORNER; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 59 MINUTES 37 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 8.83 FEET; THENCE SOUTH 6 DEGREES 55 MINUTES 53 SECONDS WEST 15.46 FEET; THENCE SOUTH 5 DEGREES 54 MINUTES 36 SECONDS WEST 120.0 FEET TO A POINT THAT IS 5.0 FEET EASTERLY AS MEASURED RADIAL TO THE WEST LINE OF SAID LOT, SAID POINT BEING ON A 5674.7 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS SOUTH 88 DEGREES 23 MINUTES 21 SECONDS EAST FROM SAID POINT; THENCE NORTHEASTERLY ALONG SAID CURVE 134.8 FEET, CENTRAL ANGLE 1 DEGREE 21 MINUTES 40 SECONDS, TO THE POINT OF BEGINNING) IN J.E. MERRION AND COMPANY'S HOMETOWN UNIT NO. 7, A

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Cicero & 87th
Hometown, IL

SUBDIVISION OF LOT "F" IN J.E. MERRION AND COMPANY'S HOMETOWN UNIT NO. 5, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 11, 1954 AS DOCUMENT LR 1528599 IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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EXHIBIT "C"

SHEET NO.	DRAWING TITLE	DATE
A0.1	General Project Data and Site/Location Plan	August 1999
C0.0	Civil Engineering Data	August 1999
C6.1	Truck Turning Radii	August 1999
C6.2	Stationary Compactor Details	August 1999
D.1	Fixture Plan	August 1999
A1.1	General Floor Plan and Schedules	August 1999
A1.2	Reflected Ceiling Plan	August 1999
A1.2A	Reflected Ceiling Plan	August 1999
A1.3	Roof Plan and Related Details	August 1999
A2.1	Exterior Elevations, Details and Sign Data	August 1999
A2.1A	Exterior Elevations, Details and Sign Data	August 1999
A2.2	Exterior Building Sections and Details	August 1999
A3.1	Interior Elevations, Data and Details	August 1999
A4.1	Standard Details and Specifications	August 1999
A4.2	Standard Details and Specifications	August 1999
A4.3	Standard Details	August 1999
A4.4	Drive Thru Pharmacy Details	August 1999
A4.4D	Exterior Elevations, Details and Sign Data	August 1999
A4.5	Cooler Trench and Condenser Unit Details	August 1999
A5.1	Reader Board Pylon Sign	August 1999
A5.2	Exterior Sign Data	August 1999
S0.1	Satellite Dish Antenna Supports Scheme No. 1	August 1999
S0.2	Satellite Dish Antenna Supports Scheme No. 2	August 1999
M1.1	Floor Plan - Mechanical	August 1999
M2.1	Mechanical Schedule and Details	August 1999
M2.2	HVAC Control Wiring Diagrams	August 1999
P1.1	Floor Plan - Plumbing	August 1999
P2.1	Plumbing Details	August 1999
E0.1	Site Electrical Plan	August 1999
E0.1A	Photometric Calculations	August 1999
E1.1	Floor Plan - Lighting	August 1999
E1.1E	Floor Plan - Emergency and Exit Lighting	August 1999
E1.2	Floor Plan - Power	August 1999
E1.3	Floor Plan - Ethernet and Satellite System	August 1999
E1.4	Floor Plan - Burglar Alarm and CCTV System	August 1999
E1.5	Floor Plan - Telephone and Sound System	August 1999
E1.6	Floor Plan - Fire Alarm System and Spare Conduit	August 1999
E2.1	Feeder Diagram (120/208) / Electrical Details	August 1999
E2.1	Feeder Diagram (277/480) / Electrical Details	August 1999
E2.1A	Lighting Control Diagrams	August 1999
E3.1	Electrical Panel Schedules (120V)	August 1999
E3.1	Electrical Panel Schedules (480V)	August 1999
E4.1	Lighting Schedule and Details	August 1999
E4.2	Satellite System Details	August 1999
E4.3	Electrical Details	August 1999
E4.4	Electrical Details	August 1999
E4.5	Cooler/Freeze Wiring Diagrams	August 1999

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EXHIBIT "D"

WALGREENS NEW STORE REQUIREMENTS

The following items are required by Walgreens for all turnkey, new store locations. These items must be completed 7 days before the proposed date of delivery of possession to Walgreens. It is hoped that compliance with this checklist will assist both the Owner and Walgreens in the efficient fixturing, merchandising and opening of this new Walgreen store.

1. All permanent utilities to be complete, with meters installed. Any utility deposits are the responsibility of the developer.
2. All construction debris to be removed. Floors should be broom clean.
3. The roof is to be clean and free of leaks.
4. All doors are to be hung with appropriate hardware installed.
5. The automatic entrance doors must be installed and operational. The storefront must be complete and the building secure.
6. All exposed concrete floors must be sealed. All floor tile must be complete. Wall base may be installed after possession.
7. All ceiling work must be completed.
8. All painting and vinyl wall covering must be completed.
9. Restrooms must be complete. (Water heaters energized, partitions installed, etc.)
10. Fire protection system to be operational. This includes any and all remote systems or system monitoring that may be required by local authority.
11. The HVAC systems must be operational. This includes any and all remote systems that may be required.
12. Refrigeration curbs and pipe chases for walk-in coolers must be installed.
13. All lighting must be installed with the exception of the single strip lights located on 7'-6" soffits. A Walgreen representative will advise on this.
14. The satellite mast and associated line voltage wiring must be complete. The developer's electrical contractor will install low voltage wiring.
15. All matters relating to permanent electrical power must be completed. This includes all power distribution panels which must be wired and properly labeled, all receptacles not connected to Walgreen supplied devices and the proper grounding of all panels.
16. LAN cable, security cable, security co-ax cable and 50 pair telephone cable must be installed.
17. Sign circuits must be pulled and ready for the sign installer.
18. The building exterior, street approaches and parking area must be complete including parking lot signage and striping. Any landscaping required for certificate of occupancy must be complete.

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19. The exterior facade and soffits must be complete and ready for signs. This includes sign backing and under canopy access panels.
20. It is expected that good relations have been maintained with the local building, fire and other inspectors. All efforts should be made to acquire a certificate of occupancy before possession. If unable, please inform the Walgreen representative as to the status of the Certificate of Occupancy.
21. Evidence of title must be provided to Walgreen's Law Department.

If a certificate of occupancy is required to bring in merchandise, Walgreens must be notified as soon as possible. Please consult with the local building, fire and health inspectors early in the job as to this possibility.

The developer's electrical contractor will work "Hand in Glove" with Walgreen construction personnel. He will provide sufficient electricians and material upon arrival of Walgreen supplied equipment so that Walgreen's normal Fixture, Merchandise & Opening schedule may be maintained. Proper coordination with the Walgreen representative is essential.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

30026480

EXHIBIT "E"

RETURN RECORDED DOCUMENT TO:

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

This Instrument Prepared by:
Kristen T. Saam
200 Wilmot Road
Deerfield, Illinois 60015

=====

RATIFICATION AGREEMENT

WHEREAS, by lease dated _____, 2001, between _____ a _____ corporation, as Landlord, and WALGREEN CO., an Illinois corporation as Tenant, recorded by memorandum thereof of even date on as Document No. _____, Page _____, _____ County, _____, hereinafter "said Lease," Landlord leased to Tenant certain premises in the City of _____, State of _____ together with all improvements, appurtenances, easements and privileges belonging thereto, as part of the Shopping Center at the _____ corner of _____ and _____ all of said Shopping Center being legally described in Exhibit "A" attached hereto and made part hereof; and,

WHEREAS, the undersigned at the time of execution of said Lease was not the owner of fee simple of the property legally described in Exhibit "A;" and,

WHEREAS, fee simple to the entire premises described on Exhibit "A" hereto was conveyed to the undersigned as of _____, 2000;

WHEREAS, _____ has requested, pursuant to said Lease, that the undersigned now ratify and adopt said Lease and all of its terms, covenants and conditions;

NOW, THEREFORE, in consideration of the premises and _____ entering into said Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby ratifies and adopts said Lease and expressly assumes and agrees to perform and comply with all the terms, conditions, provisions and agreements in said Lease contained by the Landlord thereunder.

This Indenture shall be binding upon the undersigned, its successors and assigns and shall inure to the benefit of _____, its successors, assigns and/or sublessees under said Lease.

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Cicero & 87th
Hometown, IL

IN WITNESS WHEREOF, the undersigned have executed this Indenture this
_____ day of _____, 2001.

WITNESSES:

By _____
Title _____

Attest:
By _____
Title _____

Property of Cook County Clerk's Office

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EXHIBIT "F"

PERMITTED EXCEPTIONS

1. GENERAL AD VALOREM TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.
2. PUBLIC UTILITIES EASEMENT OVER THE EAST 16 FEET OF THE LAND AND OVER THE WEST 10 FEET OF THE EAST 88 FEET OF THE NORTH 80 FEET OF THE LAND AS SHOWN ON THE PLAT OF SAID SUBDIVISION
NOTE: EASEMENT DISCLAIMER AND RELEASES FILED JANUARY 8, 1986 AS DOCUMENT LR3488627 AS TO WEST 10 FEET OF THE EAST 88 OF THE NORTH 80 FEET ONLY BY CITY OF HOMETOWN, ILLINOIS BELL TELEPHONE COMPANY AND COMMONWEALTH EDISON.
3. LEASE MADE BY TANSEY REALTY CO. TO AMERICAN FEDERAL FINANCE, INC., SUCCESSOR IN INTEREST TO GENERAL FINANCE CORPORATION OF ILLINOIS, DATED AUGUST 5, 1991 AND A MEMORANDUM OF WHICH WAS RECORDED OCTOBER 9, 1991 AS DOCUMENT NUMBER 91528123, DEMISING THE LAND FOR A TERM OF YEARS BEGINNING DECEMBER 1, 1986 AND ENDING NOVEMBER 30, 1996, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
4. EASEMENT FOR INGRESS AND EGRESS OVER, UPON THE EAST 20.00 FEET OF THE LAND, AS SHOWN ON THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT NUMBER 1528599. *
5. SUCH UTILITY EASEMENTS AS ARE NECESSARY TO SUPPLY UTILITY SERVICE TO THE LEASED PREMISES, PROVIDED, HOWEVER, THAT NO EASEMENTS SHALL RUN UNDERNEATH THE BUILDING NOR ABOVE OR IMMEDIATELY ADJACENT TO (AND ABOVE GROUND) THE BUILDING SO AS TO OBSTRUCT VISIBILITY OF THE BUILDING OR AFFECT USE OF THE DRIVE THROUGH FACILITY. UTILITY EASEMENT AREAS SHALL BE SUBJECT TO REVIEW AND APPROVAL BY TENANT AS PART OF THE PLANS UNDER ARTICLE 5 AND AS PART OF TENANT'S TITLE REVIEW UNDER ARTICLE 18 OF THE LEASE.
6. TRUST DEED DATED MAY 15, 1987 AND FILED MAY 15, 1987 AS DOCUMENT LR3617237 TO HERITAGE STANDARD BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 9852 TO COMMERCIAL NATIONAL BANK OF BERWYN TO SECURE A NOTE FOR \$1,650,000.00 PAYABLE AT COMMERCIAL NATIONAL BANK OF BERWYN. ^a
7. ASSIGNMENT OF RENTS MADE BY HERITAGE STANDARD BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 9852 TO COMMERCIAL NATIONAL BANK OF BERWYN AND FILED MAY 15, 1987 AS DOCUMENT LR3617238. ^a

* Such easement shall be removed from prior to delivery of the Leased Premises to Tenant.

^a Landlord shall cause Mortgagee to execute a Subordination Non-disturbance and Attornment Agreement in form acceptable to Tenant prior to delivery of possession of the Leased Premises to Tenant.

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FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "Amendment") is entered into this 16 day of NOVEMBER 2001 by and between STANDARD BANK AND TRUST COMPANY, not personally but as trustee under that certain Trust Agreement dated September 12, 1985 and known as Trust No. 9852, hereinafter called "Landlord," and, WALGREEN CO., an Illinois corporation, hereinafter called "Tenant";

WITNESSETH:

WHEREAS, by that certain Lease dated February 15, 2001, Landlord leased to Tenant certain premises (the "Leased Premises") in the City of Hometown, State of Illinois to include not less than 97 feet of frontage facing 87th Street and not less than 155 feet of depth, being a rectangular area containing 14,855 square feet on the first floor, in the one-story building (the "Building") to be erected and completed by Landlord, and together with all improvements, appurtenances, easements and privileges belonging thereto (the "Leased Premises"), all as shown on the plan attached hereto and made a part hereof as Exhibit "A," of the Lease, as part of the Shopping Center at the southeast corner of 87th Street and Cicero Avenue, and all as legally described on Exhibit "B" of the Lease;

WHEREAS, Landlord and Tenant desire to modify said Lease as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and in consideration of the foregoing recitals and the covenants and conditions contained herein, the parties hereto agree to amend the Lease as follows:

1. That Article 16(b) of the Lease is hereby deleted in its entirety and replaced with the following:

"(b) In the event the Building is damaged to the extent of fifteen percent (15%) or more thereof, or destroyed by fire or other casualty, and in the event any such casualty occurs after the first day of the two hundred seventeenth (217th) full calendar month of the Term, Tenant may cancel this Lease by notice to Landlord. If Tenant has so canceled this Lease and the fire or other casualty is an insurable casualty under Tenant's special form coverage insurance, Tenant shall provide Landlord with the proceeds of such insurance in an amount required by Article 22 of this Lease. Any proceeds payable by Tenant to Landlord under this Section (b) shall be exclusive of the cost of improvements made by or on behalf of Tenant to the Leased Premises and/or Building. In the event Tenant shall elect not to cancel this Lease under this Article 14 and Landlord is effectuating such reconstruction or repair, Landlord and Tenant shall enter into a construction escrow agreement satisfactory to Tenant appointing either Tenant or third party as escrow agent (in Tenant's discretion) to disburse such proceeds as Landlord's repair and reconstruction work progresses and to monitor repair and reconstruction of the Building and improvements by Landlord."

2. In all other respects, said Lease and all of the applicable terms thereof shall remain unmodified and shall continue in full force and effect.

3. This instrument shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties.

4. This Amendment may be executed in any number of counterparts, each of which may be considered an original but which together shall constitute one and the same document.

[SIGNATURES ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment under seal, as of the 16 day of November, 2001.

WALGREEN CO. *PS MK*

STANDARD BANK AND TRUST COMPANY, not personally but as trustee under that certain Trust Agreement dated September 12, 1985 and known as Trust No. 9852

By *[Signature]*
Vice President

By *[Signature]*
Its Patricia Ralphson, T.O.

Attest:
[Signature]
Assistant Secretary

Attest:
[Signature]
Donna Diviero, A.T.O.

Witnesses:
[Signature]
[Signature]

Witnesses:

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustee, be under any duty or obligation to sequester the rents, issues and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

Property of Cook County Clerk's Office

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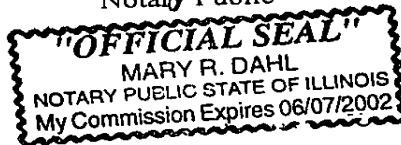
UNOFFICIAL COPY

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 16th day of November, 2001.

Mary R. Dahl
Notary Public



My commission expires:

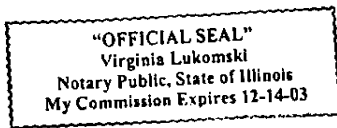
STATE OF Illinois)
) SS
COUNTY OF Cook)

I, a Notary Public, do hereby certify that Patricia Ralphson and Donna Diviero personally known to me to be the T.O. and A.T.O. of Standard Bank & Trust Company, and personally known to me to be the persons whose names are subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she signed and delivered the said instrument as such T.O. and A.T.O. of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his/her 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 27th day of November, 2001.

Virginia Lukomski
Notary Public

My commission expires:



NOTARY'S Office

30026480

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THAT PART OF LOT 1652, LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF LOT 1652 AFORESAID 69.67 FEET WEST TO A POINT 165 FEET WEST OF AND 23 FEET SOUTH OF SAID NORTHEAST CORNER (AS MEASURED ON SAID NORTH LINE AND ON A LINE AT RIGHT ANGLES THERETO): THENCE SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF LOT 1652 AFORESAID 5.1 FEET EAST OF THE SOUTHWEST CORNER THEREOF AND EXCEPTING THEREFROM THAT PART ACQUIRED BY CONDEMNATION IN CIRCUIT COURT OF COOK COUNTY PROCEEDING NUMBER 85L50169, NAMELY THAT PART OF LOT 1652 DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF SAID LOT 5.1 FEET EAST OF THE SOUTHWEST CORNER THEREOF: THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES, 59 MINUTES, 37 SECONDS EAST ALONG THE SOUTH LINE 9.06 FEET; THENCE 6 DEGREES, 55 MINUTES, 53 SECONDS EAST 77.57 FEET TO A POINT 165.0 FEET WEST AND 23.0 FEET SOUTH OF THE NORTHEAST CORNER (AS MEASURED ON SAID NORTH LINE AND ON A LINE AT RIGHT ANGLES THERETO); THENCE SOUTH 13 DEGREES, 27 MINUTES, 13 SECONDS WEST 79.14 FEET TO THE POINT OF BEGINNING IN J.E. MERRION AND COMPANY'S HOMETOWN UNIT NO. 1), BEING A SUBDIVISION OF LOT "H" (EXCEPT THE EAST 590.47 FEET THEREOF) IN J.E. MERRION AND COMPANY'S HOMETOWN UNIT NO. 7, A SUBDIVISION OF LOT "F" IN J.E. MERRION AND COMPANY'S HOMETOWN UNIT NO. 5, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JUNE 11, 1954 AS DOCUMENT NUMBER 1528599 IN COOK COUNTY, ILLINOIS. AND THAT PART OF LOT 1651 (EXCEPT THAT PART THEREOF LYING WESTERLY OF THE FOLLOWING DESCRIBED CURVED LINE: BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 1651, A DISTANT 5.10 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTHERLY ALONG A CURVED LINE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 5674.70 FEET AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 1651, A DISTANCE OF 231.00 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 1651 DISTANT 5.10 FEET EAST OF THE SOUTHWEST CORNER THEREOF) (ALSO EXCEPTING THAT PART OF LOT 1651 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 5.10 FEET EAST OF THE NORTHWEST CORNER; THENCE SOUTH 6 DEGREES, 55 MINUTES, 53 SECONDS WEST 15.46 FEET; THENCE SOUTH 5 DEGREES, 54 MINUTES, 36 SECONDS WEST 120.00 FEET TO A POINT THAT IS 5.0 FEET EASTERLY AS MEASURED RADIAL TO THE WEST LINE OF SAID LOT, SAID POINT BEING ON A 5674.47 RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS SOUTH 81 DEGREES, 23 MINUTES, 21 SECONDS EAST FROM SAID POINT; THENCE NORTHEASTERLY ALONG SAID CURVE 134.80 FEET, CENTRAL ANGLE 1 DEGREE, 21 MINUTES, 40 SECONDS TO THE POINT OF BEGINNING) IN J.E. MERRION AND COMPANY'S HOMETOWN UNIT NO. 10, A SUBDIVISION OF LOT "H" (EXCEPT THE EAST 590.47 FEET THEREOF) IN SAID J.E. MERRION AND COMPANY'S HOMETOWN UNIT NO. 7; TOGETHER WITH THAT PART OF THE PUBLIC ALLEY VACATED BY THE CITY OF HOMETOWN PER ORDINANCE 3-2001, RECORDED AS DOCUMENT NUMBER 1528599 AND AS CORRECTED PER DOCUMENT NO. 0020970620, LYING EAST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT 14.16 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 1652; THENCE SOUTHWEST 20.17 FEET TO A POINT ON THE NORTH LINE OF AFORESAID LOT 1651, SAID POINT BEING 13.86 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1651; ALL IN COOK COUNTY, ILLINOIS. 7, A SUBDIVISION OF LOT "F" IN J.E. MERRION AND COMPANY'S HOMETOWN UNIT NO. 5, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JUNE 11, 1954 AS DOCUMENT NUMBER 1528599 IN COOK COUNTY, ILLINOIS.

PIN: 24-03-133-001 and 24-03-133-019

Common Address: 8701 S. Cicero, Hometown, IL

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