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Doc#: 0802918053 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/29/2008 11:37 AM Pg: 1 of 8

RETURN RECORDED DOCUMENT TO:

WALGREEN CO.
104 Wilmot Road, MS 1420
Deerfield, Illinois 60015
Attn: Kristina Delaney, Store No. 12150

This Instrument Prepared by:
Richard F. Schmidt
104 Wilmot Road
Deerfield, Illinois 60015

11063756

MEMORANDUM OF LEASE

By this Memorandum of Lease made the 21st day of December, 2007, between SHELLEY YOELIN, as TRUSTEE under YOELIN LIVING TRUST I ("Landlord"), and WALGREEN CO., an Illinois corporation ("Tenant"),

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for the term commencing January 1, 2008, and continuing to and including December 31, 2032, as such dates shall be adjusted pursuant to a lease of even date herewith between the parties hereto (the "Lease") and subject to extension as therein provided the premises to include both the real property and building and other improvements, appurtenances, easements and privileges belonging thereto located at 5158 North Lincoln Avenue, in the City of Chicago, County of Cook, State of Illinois, as shown on the plan attached hereto and made a part hereof as Exhibit "A" and as legally described on Exhibit "B" attached hereto and made a part hereof and hereinafter referred to as the "Leased Premises."

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

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EXCLUSIVES

8. (a) Landlord covenants and agrees that during the Term and any extensions or renewals thereof, no other portion of the Building 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 Leased Premises (collectively, "Landlord's Property"), 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 prescription ordering, processing or delivery facility, whether or not a pharmacist is present at such facility, 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 (other than as part of a medical, dental, physician, surgical or chiropractic office[s], which office[s] shall not be restricted by this subsection [ii]); (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 (including, without limitation, digital photographic processing or printing, or the sale of any other imaging services, processes or goods) 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) except with respect to take-out or fast food restaurants, the operation of a business in which prepackaged food items for off premises consumption are offered for sale (provided, however, the operation of a bakery on Landlord's Property shall not be prohibited). In the event that Tenant may file 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 the attorneys' fees and court costs incurred by Tenant in connection with such suit, notwithstanding its resolution. For purposes hereof "contiguous" shall mean property that is either adjoining the Leased Premises or separated from the Leased Premises only by a public or private street, alley or right-of-way.

Notwithstanding the foregoing, the above restrictions shall not apply to the operation of a business operating under a lease in existence prior to the date of this Lease nor shall the above restrictions apply to any lease for property that Landlord acquires fee title to after the date of this Lease, which property is deemed to be Landlord's Property, so long as such lease was entered into prior to the date that Landlord acquired such property, 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

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violation of the foregoing exclusive use restrictions; provided that in the event Landlord shall fail or refuse to so enforce any such use provision within a reasonable period of time as is necessary to cure a potential breach hereunder, then thirty (30) days following receipt by Landlord of notice from Tenant detailing Landlord's breach of such exclusive use restriction or such shorter time as may be reasonably necessary to preserve Tenant's ability to obtain a temporary restraining order, injunction or other equitable relief, Tenant shall be deemed to have been assigned Landlord's right to enforce such use provision and all reasonable and actual out-of-pocket costs incurred by Tenant in the event of such enforcement (including without limitation attorneys' fees and costs) shall be reimbursed to Tenant from Landlord.

If Tenant shall discontinue any of the above exclusive uses for a period in excess of twelve (12) continuous months (so long as such discontinuance is not due to remodeling, fire, casualty, repairs, strike, temporary loss of licenses not resulting from Tenant's action or failure to act, or any other causes beyond Tenant's control), then the above restriction pertaining to such discontinued use shall be waived; however, in no event shall the discontinuance by Tenant of any one exclusive use for the time period provided above, affect the continuance of the other restrictions against Landlord's Property as herein set forth.

(b) In addition, Landlord shall not permit or suffer any other occupant of Landlord's Property to use Landlord's Property or any portion thereof for purposes of a disco, bowling alley, pool hall, billiard parlor, a theater of any kind, adult book store, adult theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, second hand store, odd lot, closeout or liquidation store, auction house, flea market, massage parlor, funeral home, the outdoor housing or raising of animals, the sale, leasing or storage of automobiles, boats or other vehicles, any industrial use (including, without limitation, any manufacturing, smelting, rendering, brewing, refining, chemical manufacturing or processing, or other manufacturing uses), any mining or mineral exploration or development except by non-surface means, a car wash, a carnival, amusement park or circus, an assembly hall, off track betting establishment, bingo hall, any use involving the use, storage, disposal or handling of hazardous materials or underground storage tanks any use which may materially or adversely affect the water and sewer services supplied to the Leased Premises by any governmental authority, a church, temple, synagogue, mosque, or other house of worship, any facility for the sale of paraphernalia for use with illicit drugs.

If Tenant or any permitted subtenant leasing the entire Leased Premises shall fail to operate its business for a period in excess of twelve (12) continuous months (so long as such discontinuance is not due to remodeling, fire, casualty, repairs, strike, temporary loss of licenses not resulting from Tenant's or its subtenant's action or failure to act, or any other causes beyond the control of Tenant or its subtenant), then the above restrictions shall be waived. Tenant hereby agrees that neither Tenant nor any assignee or subtenant of Tenant shall use or shall permit the use of the Leased

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Premises or any portion thereof for purpose set forth in the immediately preceding paragraph.

(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) of Article 8 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) of Article 8 above, Tenant, in addition to all remedies available to Tenant at law and/or under this Lease (subject to any limitations on said remedies expressly provided for in Article 22 below), shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of Sections (a) and/or (b) of Article 8 above.

(d) In the event that any action, claim or suit is brought by any party against Tenant alleging that Tenant's operations on the Leased Premises are in violation of any use restriction contained in any instrument which Landlord agreed to or caused to become an encumbrance on the Leased Premises, 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.

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

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

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

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

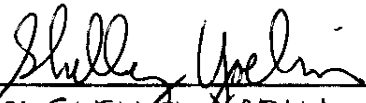
Tenant:

Landlord:

WALGREEN CO.



SHELLEY YOELIN, as TRUSTEE under YOELIN LIVING TRUST I

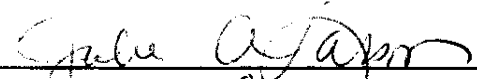

25 By: 
Robert M. Silverman
Divisional Vice President

By: 
Name: SHELLEY YOELIN
Title: AS TRUSTEE

Witnesses:

Witnesses:

CLERK OF COOK COUNTY Clerk's Office

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OVERSIZE

**EXHIBIT
FORWARD
TO PLAT COUNTER
FOR SCANNING**

Property of Cook County Clerk's Office

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EXHIBIT "B"

LEGAL DESCRIPTION OF REAL PROPERTY

Parcel 1:

The east 208 feet 9 inches of the south 194 feet 4-1/2 inches of that part of lot 8 which lies north of the north line of West Winona Street and west of the west line of North Lincoln Avenue in Bowman's Subdivision of the east 1/2 of the southeast 1/4 of section 12, township 40 north, range 13, east of the third principal meridian, in Cook County, Illinois.

Parcel 2:

That part of lot 8 in Bowman's First Subdivision of the east 1/2 of the southeast 1/4 of section 12, township 40 north, range 13, east of the third principal meridian according to the map thereof recorded in book 85 of maps, page 61, bounded and described as follows:

Commencing at the point of intersection of the west line of North Lincoln Avenue (being a line 33.00 feet westerly of and parallel with the center line of said Avenue as occupied) with a line 194.375 feet (as measured along said west line of North Lincoln Avenue) north of and parallel with the north line of West Winona Street (as laid out in Bowman's 2nd Subdivision of the east 1/2 of the southeast 1/4 of said section 12); thence south 89 degrees 07 minutes 25 seconds west 208.75 feet along said parallel line; thence south 4 degrees 00 minutes 20 seconds east 37.765 feet along a line parallel with said west line of North Lincoln Avenue to the point of intersection with the easterly extension of the south line of lot 14 in Anton Conrad's Subdivision of part of the aforesaid lot 8; thence west 9.42 feet along the south line of said lot 14 and the easterly extension thereof to the point of intersection with the west line of the east 4.0 feet of said lot 14; thence north 0 degrees 52 minutes 30 seconds west, 152.0 feet along said west line to the north line of said lot 14, being also the south line of west Foster Avenue; thence east 210.05 feet along said south line to said west line of North Lincoln Avenue; thence south 4 degrees 00 minutes 20 seconds east 111.39 feet along said west line to the hereinabove designated place of beginning, all in Cook County, Illinois.

Tax Parcel Numbers:

13-12-400-063
13-12-400-026
13-12-400-061
13-12-400-064