

RETURN RECORDED DOCUMENT TO:

3493/0404 03 001 Page 1 of 7  
1998-11-24 12:41:30  
Cook County Recorder 63.50

WALGREEN CO.  
200 Wilmot Road, Dept. #2252  
Deerfield, Illinois 60015  
Attn: Mary Butler

MARY  
TO  
[Signature]

This Instrument Prepared by:  
Michael L. Elowe  
200 Wilmot Road, Deerfield, Illinois 60015



08067762

MEMORANDUM OF LEASE

By this Memorandum of Lease, made the 19<sup>th</sup> day of November, 1998, between ROGER D. RUDICH INDIVIDUALLY AND MARC S. SIMON SOLELY AS TRUSTEE UNDER THE ROGER D. RUDICH SPECIAL TRUST AGREEMENT DATED OCTOBER 31, 1988, hereinafter called "Landlord", and WALGREEN CO., an Illinois corporation, hereinafter called "Tenant";

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for the term commencing September 1, 1999 and continuing to and including May 31, 2053, as such dates shall be adjusted pursuant to a lease of even date herewith between the parties hereto (the "Lease") and subject to prior termination as therein provided, the premises to include both the real property and building and other improvements, appurtenances, easements and privileges belonging thereto, located at 1210-1214 North Dearborn Street, City of Chicago, State of Illinois as shown on the plan attached hereto and made a part hereof as Exhibit "A" and as legally described on Exhibit "B" attached hereto and made a part hereof and hereinafter referred to as the "Leased Premises".

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

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

TICOR 488266 DW [Signature]  
442023

TICOR TITLE INSURANCE

[Signature]

EXHIBIT ATTACHED

The Lease, among other things, contains the following provision(s).

## EXCLUSIVES

Landlord covenants and agrees that, during the Term and any extensions or renewals thereof, no other portion of the Building 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 medical treatment services; (iii) the sale of so-called health and/or beauty aids and/or drug sundries; and (iv) the operation of a business in which photofinishing services and/or photographic film and supplies and/or greeting cards or gift wrap are offered for sale. 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, provided that such suit is resolved in Tenant's favor.

## OPTION TO EXPAND

Tenant shall have the first right to lease the premises currently occupied by Edwardo's upon the expiration or early termination of the Lease between Landlord and Edwardo's (which Landlord represents shall be not later than December 31, 2010). Landlord shall first notify Tenant in writing of such expiration or early termination (Attn: Law Department with a duplicate notice to the Real Estate Department); and Tenant may, at Tenant's option and within thirty (30) days after receipt of Landlord's notice of expiration or early termination, agree in writing to lease such premises upon the same terms and conditions as are then in effect in this Lease, and Landlord and Tenant shall enter into and execute an Amendment to this Lease mutually acceptable to Landlord and Tenant in their reasonable judgment, which adds the expansion premises to the Leased Premises covered hereby. Tenant's failure to respond to Landlord's notice within said 30 day period shall be deemed a waiver of Tenant's option under this Section 25. If Tenant responds to Landlord's notice within said 30 day period, and Landlord and Tenant shall not have agreed on the form of such Amendment within sixty (60) days after said 30 day period, then either party may terminate the option under this Section 25 upon written notice to the other.

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 <sup>Cook</sup> Lake County, <sup>ME</sup> Illinois, and is subject in each and every respect, to the rents and other terms, covenants and conditions of the aforesaid other lease, bearing even date herein, between the parties hereto and this Memorandum of Lease is executed and delivered with the understanding and agreement that the same shall not in any manner or form whatsoever, alter, modify or vary the rents and other terms, covenants and conditions of the Lease.

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

WALGREEN CO.

By [Signature]

Its v.p.  
<sub>ME</sub>  
<sub>ME</sub>

LANDLORD

[Signature]  
Roger D. Rudich

[Signature]  
Marc S. Simon, solely as Trustee  
under the Roger D. Rudich Special  
Trust Agreement dated October 31,  
1988.

Witnesses:

[Signature]  
[Signature]

Witnesses:

[Signature]  
[Signature]

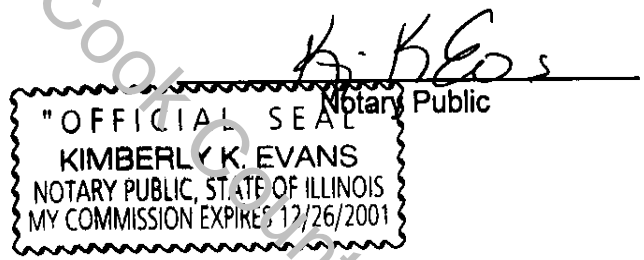
# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

Before me, a notary public (or justice of the peace, etc.), in an for said county, personally appeared GUAN RONDC, known to me to be the person who, as VICE President, of WALGREEN CO., an Illinois corporation, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer, that the same is his free act and deed as such officer, and the free and corporate act and deed of said corporation; that he was duly authorized thereunto by its board of directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal (if officer has seal), at 17th this day of November, 1998.

My commission expires:

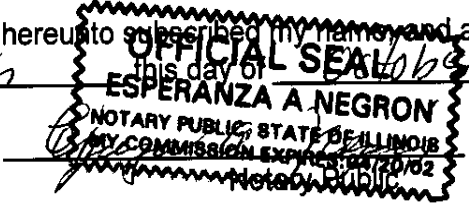


STATE OF Illinois  
 ) SS  
COUNTY OF Cook )

Before me, a notary public (or justice of the peace, etc.), in an for said county, personally appeared ROGER D. RUDICH known to me to be the person who executed the foregoing instrument, pursuant to valid authority and acknowledged to me that he did so sign said instrument as his free act and deed.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal (if officer has seal), at 15th this day of October, 1998.

My commission expires:



# UNOFFICIAL COPY

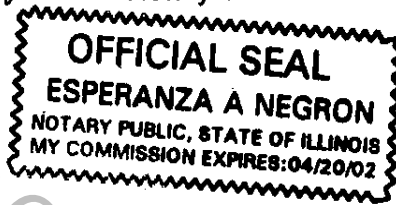
STATE OF Illinois  
COUNTY OF Cook ) SS

Before me, a notary public (or justice of the peace, etc.), in an for said county, personally appeared MARC S. SIMON solely as Trustee as aforesaid known to me to be the person who executed the foregoing instrument, pursuant to valid authority and acknowledged to me that he did so sign said instrument as his free act and deed as such Trustee.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal (if officer has seal), at 15th this day of October, 1901.

Esperanza A. Negrón  
Notary Public

My commission expires:



Property of Cook County Clerk's Office

EXHIBIT "B"

LEGAL DESCRIPTION

LOTS 1, 2 AND 3 IN THE SUBDIVISION OF LOTS 5, 6 AND 7 IN SPOHRER'S  
SUBDIVISION OF LOT 30 IN BRONSON'S ADDITION TO CHICAGO IN NORTH EAST  
1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PTN: 17-04 223-030

Property of Cook County Clerk's Office