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RETURN RECORDED DOCUMENT TO:

WALGREEN CO.
Community & Real Estate Law Dept.
104 Wilmot Road, 2nd Floor
MS #1420
Deerfield, Illinois 60015
Attn: Jennifer Pautler



Doc#: 1316244038 Fee: \$80.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/11/2013 02:42 PM Pg: 1 of 22

MEMORANDUM OF NEW LEASE and of TERMINATION OF PRIOR LEASE

This Memorandum of New Lease and Termination of Prior Lease ("Memorandum") is made the 10th day of May, 2013, by and between CHICAGO PROPERTIES I, LLC, a Delaware limited liability company, hereinafter called "Landlord," and WALGREEN CO., an Illinois corporation, hereinafter called "Tenant."

This Memorandum is made and executed by the parties hereto for the purpose of recording the same in the office of the public records of Cook County, Illinois, and for the purpose of (a) documenting the termination of a prior lease dated August 2, 2006, and (b) terminating and replacing a certain memorandum of such prior lease dated September 14, 2007 and recorded January 26, 2009 as Document #0902633096, Cook County, IL Recorder of Deeds (the "Original Memorandum"). This Memorandum shall be deemed to terminate and take the place of the Original Memorandum.

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for a term commencing April 15, 2014, and continuing to and including April 30, 2089, as such dates shall be adjusted pursuant to Article 3 herein and subject to prior termination as hereinafter provided, in the premises located in the City of Chicago, County of Cook, State of Illinois consisting of approximately 12,990 square feet of first floor space (the "Leased Premises") and together with all improvements, appurtenances, easements and privileges belonging thereto in the multi-story building located at the real property located at 630 West Washington Street (the "Building"), the ground floor for which is shown on the site plan attached hereto and made a part hereof as Exhibit "A" ("Site Plan"). The legal description of the real property containing the Building (the "Real Property") is attached hereto as Exhibit "B". The Building, the Real Property and any other structures and improvements from time to time located on the Real Property is hereinafter collectively referred to as the "Development".

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Without limiting the foregoing, the Leased Premises shall also include the easements, and other rights, conditions and restrictions contained in the DEC (as defined in Section 7(c) below), which benefit the Leased Premises.

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

Said Lease bearing even date herewith and between the parties hereto contains, among others, the following provisions:

PARKING; COMMON AREAS (Article 7)

"(a) (i) Tenant, its agents, employees and customers shall have the non-exclusive right to use any Common Areas (as defined herein) in common with occupants of the Building [subject, however, to Tenant's exclusive use of the Parking Areas (defined below as provided in Section 7(a)(ii) below]. For purposes of this Lease, "Common Areas" shall be defined as those areas and facilities, if any, located within the Development which may be furnished from time to time for the non-exclusive general common use of all tenants and other occupants of the Building and their agents, employees and customers pursuant to, and subject to the terms and conditions of, the DEC. Such ground floor Common Areas shall be in the location and configuration as is set forth on the Site Plan. During the Term of this Lease, Tenant's non-exclusive right to use the Common Areas, if any shall be irrevocable.

(ii) The entirety of the parking areas of the ground floor parking area (but not the shared drive aisle, which is a Common Area) as indicated on the Site Plan ("Parking Area") shall be for the exclusive use of Tenant, and its customers, employees, invitees, successors, assigns and sublessees, except for those parking spaces expressly indicated as "Visitor Parking" on the Site Plan, which Tenant may not use and which shall be exclusive for the use of invitees of residents residing elsewhere in the Building.

(b) Landlord, at Landlord's sole cost and expense (and without any reimbursement or contribution from Tenant except to the extent any such cost and expense constitute Additional Charges (as hereinafter defined) which Tenant is to pay pursuant to Section 7(i) shall cause the Common Areas, if any, to be operated and maintained in a commercially reasonable and appropriate manner consistent with the operation of a first class commercial building, including insuring, maintaining, repairing, replacing, adequately lighting when necessary during Tenant's business hours and for sixty (60) minutes thereafter, cleaning, promptly removing snow and ice from,

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supervising and keeping available all of any such Common Areas. In the event that Tenant remains open for business during hours or days that all or some of the other occupants of the Building are not also open for business, Landlord shall nonetheless provide all of the services described in this Article 7 during such hours and days, including, but not limited to, the illumination of the Common Areas.

Notwithstanding the foregoing, Tenant shall be responsible for the satisfaction of those maintenance, repair, and replacement of the Parking Area, Trash Area and Loading Area (as such areas are identified on the Site Plan) on Landlord's behalf, but only if and to the extent so imposed upon Landlord under, and then in accordance with the applicable provisions of the DEC.

Notwithstanding anything contained in this Lease to the contrary, it is hereby agreed and acknowledged that the "street level exterior maintenance and snow removal" including, but not limited to, the maintenance, repair and replacement of, and the snow plowing/ice removal on, any and all sidewalks, curbs, landscaping and drains shall be part of the Common Areas for which Landlord is responsible as provided in the preceding paragraph and in the DEC, but which shall not be the obligation of Tenant pay for, such that in no event shall any Additional Charges owed by Tenant hereunder include any expense stemming from or related to any such expenses. Tenant shall therefore have absolutely no obligation to pay a share of any expenses stemming from such matters, whether under Landlord, at Tenant's sole cost and expense, shall repair and replace (but shall not be obligated to maintain, which shall be Tenant's responsibility) the Parking Area, Loading Area and Trash Area for one (1) year after Tenant's acceptance of possession. Subject to the immediately preceding sentence, during the Term, Tenant shall maintain, repair and replace said Parking Area, Loading Area and Trash Area on Landlord's behalf, in accordance with the applicable requirements of the DEC, and at Tenant's sole cost and expense. However, Tenant shall have no obligation to perform nor pay any costs in connection with the following: (1) any damages caused by the acts or omissions of Landlord; and (2) any defects in the construction of the of which Tenant provides Landlord notice within one (1) year after the Possession Date or two (2) years as to any defects in construction which would not be discovered by Tenant in the exercise of reasonable care within one (1) year of the Possession Date. The foregoing items (1) and (2) shall remain Landlord's responsibility to perform during such one (1) year period or three (3) year periods (as the case may be).

For purposes of this Lease, the Parking Areas to be maintained, repaired and replaced by Tenant hereunder (except for such obligations of Landlord referenced above) shall include the main drive aisle providing ingress and egress to and from Des Plaines Street. Tenant shall maintain, repair and replace the Parking Areas in conformity with the standards and requirements set forth in the DEC, but in any event subject to any applicable limitations or other applicable provisions of this Lease.

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Notwithstanding the foregoing, Tenant shall not be obligated to maintain, repair or replace any "Visitor Parking" areas, any garage door, elevator or lift areas, ramps, auto to loop areas or other areas facilities which are related to or appurtenant to the remaining parking areas/levels of the Development, and access thereto, all of which shall be Landlord's obligation to repair, replace and maintain (or cause to be maintained, repaired and maintained in accordance with its obligation to enforce the DEC in furtherance of the provisions of this Article 7), for which Tenant shall pay its share thereof as part of its "Additional Charges" (as defined below) payable hereunder.

(iii) If and to the extent Landlord seeks to impose upon Tenant any additional reasonable rules and regulations with respect to the Common Areas not already provided for herein or in the DEC, such rules and regulations shall be enforced in a non-discriminatory manner (but in no event shall Tenant be obligated to comply with any such rules which would serve to either reduce any rights of Tenant provided for in this Lease, increase any obligations of Tenant provided for in this Lease, or otherwise interfere with the operation of Tenant's business in the Leased Premises or impede Tenant's right to quiet possession of the Leased Premises, unless Tenant expressly approves of the same in writing). Landlord shall have the right to enter into, modify and terminate easement and other agreements pertaining to the use and maintenance of the Common Areas, if any, provided that Landlord obtains Tenant's prior written consent, such consent not to be unreasonably withheld or delayed and provided such easements and agreements shall not materially impair Tenant's right to use the Common Areas, if any, as provided herein.

(iv) There shall be no changes in the grade elevations in the Parking Areas which exceed five percent (5%), and such Parking Area shall be suitably paved and drained. No alterations or additions shall be made to the Parking Area without obtaining Tenant's written consent, which consent may be granted or denied in Tenant's sole discretion. The Parking Area shall have an automobile entrance and exit from and to adjacent streets and roads, which said entrance and exit shall be of such size and at such locations as are shown on the Site Plan. Automobile traffic aisles in the Parking Areas shall run in directions shown on the Site Plan.

If Landlord shall be in default after notice of any of the provisions of this Section 7(b)(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 pay as rent, (in lieu of that provided in Sections 2(a) and (b) of this Lease) an equitably-reduced amount equal to not more than one-half of the fixed minimum monthly rent set forth in Section 2(a), 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.

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(c) In order that Tenant have full use and enjoyment of the Leased Premises, Tenant requires certain easement rights and other rights over and upon the remainder of the Development. To provide for such easement rights and other rights, Landlord will enter into and record a Declaration of Covenants, Conditions, Restrictions and Easements (which is referred to in this Lease as the "DEC") conforming in form and substance to the draft thereof which Landlord and Tenant have heretofore approved pursuant to a letter agreement between them dated May 10, 2013, but with such additional subsequent changes thereto as Landlord and/or Tenant shall require in good-faith, and which both Landlord and Tenant shall approve in the exercise of their diligent, commercially-reasonable discretion, such approval not to be unreasonably withheld, delayed or conditioned. Upon recordation thereof in such approved form, the DEC shall be binding upon both the Development and the Leased Premises [and also the residential portion of the Building and the adjacent retail property (the "Residential Property" and "Retail Property", respectively, as such terms are defined in the DEC) are also hereinafter collectively called the "parcels"] and all present and future owners, occupants and lien holders of said parcels. Tenant shall have no obligation to accept delivery of possession of the Leased Premises unless and until the DEC shall be fully executed by all owners of the parcels, recorded, and shall be a binding and enforceable encumbrance upon such parcels and all existing and future owners and occupants thereof, prior to the lien of any mortgage or other encumbrance in the nature of a mortgage on all or any portion of the parcels.

(d) Landlord covenants and agrees that it will comply with and/or enforce the terms of the DEC, as the case may require. If any breach or default of any of the obligations or duties by any party that is subject to the DEC: (i) impairs, interferes with, or deprives Tenant of the benefit of, any easement that is appurtenant to the Leased Premises pursuant to the DEC, or impairs, interferes with or deprives Tenant of the benefit of any services to be furnished to the Leased Premises pursuant to the DEC, or would serve to either reduce any rights of Tenant provided for in this Lease, increase any obligations of Tenant provided for in this Lease, or otherwise interfere with the operation of Tenant's business in the Leased Premises or impede Tenant's right to quiet possession of the Leased Premises, or cause Landlord to be in breach of any of its obligations under this Lease; and (ii) Landlord fails or refuses to commence and thereafter diligently pursue enforcement of compliance with the DEC within seven (7) days after receipt of written demand therefor from Tenant, then Tenant may thereafter and on Landlord's behalf, take any and all action necessary or appropriate to enforce or comply with the provisions of the DEC, of which Tenant shall be deemed a third party beneficiary. If Tenant shall prevail in such enforcement action, Landlord shall pay Tenant's reasonable attorneys' fees and costs so incurred. Landlord shall promptly upon request of Tenant, reimburse Tenant's expenses (including, without limitation, reasonable attorneys' fees) incurred to enforce compliance with the DEC. In the event the violation of the DEC involves loss of or impairment of the easement rights contained in the DEC, then the above notice provisions shall be deemed waived and Tenant may

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immediately take all necessary or appropriate action on behalf of Landlord in accordance with the DEC so as to remedy such violation of the DEC and restore or preserve the easement rights. Landlord shall promptly provide Tenant copies of all notices sent or received by Landlord under or pursuant to the DEC.

(f) (i) It is understood and agreed that Landlord shall not enter into any agreement to terminate the DEC without first obtaining the express written consent of Tenant, which consent Tenant shall not unreasonably withhold or delay, and any such termination without obtaining Tenant's express written consent shall be of no effect.

(ii) It is further understood and agreed that Landlord shall not enter into any agreements amending the DEC without obtaining the prior consent of Tenant, which consent Tenant shall not unreasonably withhold, conditioned or delayed, except as otherwise set forth in this Section 7(f) below. With respect to any such proposed amendments to the DEC:

(1) If, in the exercise of Landlord's reasonable business judgment (or if in the event hereafter that Landlord is not, or is not solely, the "Declarant" or such other party under the DEC with the authority to make such determination, then in such case(s) the reasonable business judgment of Landlord and/or the "Declarant" under DEC and/or such other parties so authorized under the DEC), a proposed amendment to the DEC would not, in any manner, affect the Leased Premises, then though timely prior written notice of such amendment (such notice to include the most current form of amendment so proposed) shall be given to Tenant, Tenant's consent to such proposed DEC amendment shall not be required; and

(2) If a proposed amendment to the DEC would affect the Leased Premises in any way, then, Tenant shall have the right to consent to such amendment (such consent not to be unreasonably withheld, conditioned or delayed). If Tenant's consent is so required pursuant to the immediately preceding sentence, Tenant shall have fifteen (15) business days to respond to any written request from Landlord (or if in the event hereafter that Landlord is not, or is not solely, the "Declarant" or such other party under the DEC with the authority to make such determination, then from Landlord and/or the "Declarant" under DEC and/or such other parties so authorized under the DEC) for consent to such proposed DEC amendment (such notice to include the most current form of amendment or matter for vote so proposed). If Tenant fails to respond within such fifteen (15)-business day period, such silence shall be deemed to constitute consent to such proposed DEC amendment; provided, however, that notwithstanding anything contained in this Section 7(f) to the contrary, the foregoing "deemed consent" language shall not apply in any instance in which the proposed amendment to the DEC would: (A) permit or allow the violation of any impairment in Tenant's rights granted under this Lease or in the DEC, (B) increase any obligations of Tenant under this Lease or the DEC, or (C) grant to any party any easements or other rights, or impose upon the Leased Premises any restrictions whose effect would be either to impair or diminish or otherwise modify Tenant's rights granted under this Lease or the DEC and/or that covenant of quiet enjoyment of the Leased

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Premises granted to Tenant under this Lease. In the instance of (A), (B) and/or (C) above, Tenant's express written consent shall be required, which consent shall not be unreasonably withheld, conditioned or delayed, and there can be no "deemed consent" as otherwise provided above.

It is hereby agreed that if and to the extent, at any time and from time to time during the Term there should then exist any ongoing dispute relative to a request for consent of Tenant under this Section 7(f) for a proposed amendment to the DEC then pending and unresolved, then such a then-ongoing dispute shall not be a reasonable basis or grounds for Tenant's withholding of consent any other proposed amendment to the DEC for which Tenant's consent or approval is required under this Section 7(f), but only if such new proposed amendment to the DEC is completely separate and unrelated to such previous amendment so disputed.

Any proposed amendment to the DEC requiring the consent of Tenant pursuant to this Section 7(f) which is/are not consented to by Tenant (or deemed to have been consented to by Tenant, but only if such a deemed-consent is applicable under the provisions of this Section 7(f)(ii)(2)) shall not be binding upon, and shall be of no effect as to, Tenant and the Leased Premises. Any response by Tenant to request for Tenant's consent to a proposed amendment to the DEC shall set forth the reasonable grounds or basis for Tenant's decision to withhold such requested consent.

(g) If the DEC is subject to any mortgage, deed of trust or other encumbrance in the nature thereof, prior to delivering possession of the Leased Premises to Tenant and as a condition precedent thereto Landlord shall obtain a recordable agreement from the lender, mortgagee or beneficiary subordinating their interest to the DEC.

(h) It is hereby acknowledged that in consideration of Tenant taking on those obligations as to the Parking Area set forth in Section 7(b) above at Tenant's sole cost and expense, except as may be expressly otherwise provided under this Lease, Tenant shall not be responsible for any share of the cost of maintaining the Common Areas or any other portion of the Building or Real Property, except those costs included in Additional Charges as set forth in Section 7(j) below.

(i) Except if and to the extent otherwise expressly provided to the contrary elsewhere in the Lease, Landlord and Tenant shall be bound by the provisions of this lease regardless of what may be imposed under the terms of the DEC, such that in the event of a conflict between the DEC and this Lease, as between Landlord and Tenant, the provisions of this Lease shall control."

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EXCLUSIVES; USE RESTRICTIONS (Article 8)

"(a) (1) 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, lease or control, and which is contiguous to, or which is within five hundred (500) feet of any boundary of, the Real Property (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 Section 8(a);

(iii) the sale of so-called health and/or beauty aids and/or drug sundries [except that no more than one hundred fifty (150) square feet of sales floor area, or ten percent (10%) of the total square footage of available sales floor area, whichever is less (such calculation to include ½ of adjacent aisle), may be devoted to the incidental sale of such so-called health and/or beauty aids and/or drug sundries by a use not otherwise in violation of any of the use restrictions set forth in this Article 8), provided, however, that in no event shall Landlord permit or suffer an operation similar in nature to ULTA, Sally's Beauty Supply or GNC store];

(iv) the operation of a business in which alcoholic beverages shall be sold for consumption off the premises;

(v) 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;

(vi) the operation of a business in which greeting cards and/or gift wrap are offered for sale; and/or

(vii) the operation of a business in which prepackaged food items for off premises consumption are offered for sale [except that no more than 150 square feet of sales floor area, or ten percent (10%) of the total square footage of available sales floor area, whichever is less (such calculation to include ½ of adjacent aisle), may

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be devoted by a video store or other use not otherwise in violation of any of the use restrictions set this Article 8 to the incidental sale of prepackaged food items for off-premises consumption].

Notwithstanding the foregoing; (a) the use restriction set forth Subsection (vii) above shall not restrict the operation of any restaurant (including a carry-out/fast-food type restaurant with minimal seating) not otherwise prohibited by this Article 8 within the adjacent retail space on the 1st floor of the Building the "Retail 2 Property", as per the DEC), and (b) nothing contained in this Article 8 shall be deemed to permit the operation of a convenience store (includes such a store as part of a gas station).

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, if Tenant prevails in such suit (including the reaching of an arbitration ruling or settlement satisfactorily compensating Tenant for its damages), Landlord shall 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.

(2) 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, or other causes beyond Tenant's control), then the above restriction pertaining to such discontinued use shall be deemed to be waived by Tenant. Notwithstanding the foregoing, in no event shall the provisions of this Paragraph apply to that exclusive use set forth in Sections 8(a)(ii) and 8(a)(ii) above which shall persist regardless of any above-described discontinuance. If, upon such a discontinuance described above, the particular exclusive use(s) so discontinued and waived pursuant to such Subsection should thereafter commence once again within the Leased Premises, then such use restrictions shall be reinstated going forward, but remain waived as to any intervening uses commenced during such period of discontinuance.

(3) Notwithstanding anything contained in this Section 8(a), Landlord shall not be deemed to be in violation of this Section 8(a) and Tenant shall have no right to exercise any of the rights or remedies under Section 8(b) hereof if, at the time Landlord acquires any Landlord's Property, such Landlord's Property, or any portion thereof, is leased to any tenant, or is otherwise occupied by any occupant that has the right to use the Landlord's Property, or such portion, for any of the uses or businesses listed in this Section (i) through 8(a)(vii) above. Tenant hereby agrees to indemnify, defend and hold Landlord harmless from and against any loss, cost or expense

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(including reasonable attorney's fees) as a result of any action alleging that the enforcement of Tenant's rights under this Section 8(a) violates any anti-trust, fair trade or similar laws.

(b) In addition, Landlord shall not permit or suffer any other occupant of the Development to use any premises or any portion of the Development, and Tenant shall not, nor permit or suffer any other occupant of the Leased Premises, to use the Leased Premises or any portion thereof, for any of the following purposes (individually and collectively, the "Restricted Uses"): a cocktail lounge, bar or any other establishment that sells alcoholic beverages for on-premises consumption (except such sales which are incidental to the operation of a restaurant not otherwise prohibited by this Article 8 within the adjacent retail space on the 1st floor of the Building the "Retail 2 Property", as per the DEC), disco, bowling alley, pool hall, billiard parlor, skating rink, roller rink, laser tag or similar facility, amusement arcade, a theater of any kind, children's play or party facility, adult book store, adult theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, a second hand, odd lot, closeout, or liquidation store, the operation of a so-called "dollar" or similar store which sells and/or advertises the sale of any products then also typically sold in a Walgreens drug store at a specific price point or below a specific deeply-discounted price level (e.g., a "dollar" or "99¢" store), auction house, flea market, educational or training facility (including, without limitation, a beauty school, barber college, school or other facility catering primarily to students or trainees rather than customers), gymnasium, sport or health club or spa (except for the operation of a nail salon, exercise or workout facilities such as "Curves" not otherwise prohibited by this Article 8 within the adjacent retail space on the 1st floor of the Building (the "Retail 2 Property", as defined in the DEC), and except for the operation of a fitness center and/or pool within the Building by Landlord as an amenity for residents of the Building's "Residential Property" (as defined in the DEC)), blood bank, massage parlor (except for the provision of legitimate massage services provided as part of a beauty salon, nail salon permitted hereinabove or as provided by an exercise or workout facility permitted hereinabove, or as provided by a first-class operator (such as Massage Envy) not otherwise prohibited by this Article 8, within the adjacent retail space on the 1st floor of the Building (the "Retail 2 Property", as defined in the DEC)) or tattoo 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, a car wash, a carnival, amusement park or circus, an assembly hall, banquet hall, auditorium or other place of public assembly, 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, a church, temple, synagogue, mosque, or the like, any facility for the sale of paraphernalia for use with illicit drugs, or any use which creates a nuisance.

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(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 8 (a) and 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 8 (a) and/or 8(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 8(a) and/or 8(b) above.

(d) Landlord covenants and agrees that all other leases, subleases or other instruments enabling occupancy or operations in the Development 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 Development) 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, reasonable 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.

(e) Notwithstanding anything contained in this Lease to the contrary, Landlord shall be bound by the preceding use restrictions in Article 8 above regardless of what use restrictions may be imposed upon Landlord under the terms of the DEC, such that in the event of a conflict in which the DEC would otherwise allow a particular use which is restricted by Article 8 of the Lease, then between Landlord and Tenant, the provisions of Article 8 of this Lease shall control."

SCAFFOLDING (Article 10)

"(d) Scaffolding/Barricades. Landlord and Tenant hereby acknowledge and agree that, in connection with repairs or alterations, improvements and additions required to be performed by Landlord hereunder, Landlord may be required to install scaffolding or other barricades outside the Building in front of the Leased Premises and Landlord shall be permitted to do so, subject to the following restrictions:

(i) Except in the event of an emergency or in the event required by governmental authorities or for safety reasons, scaffolding and barricading should not be placed in front of the Leased Premises during the time period from November 1 through December 31, nor during the week before Easter;

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(ii) To the extent feasible, scaffolding and construction barricades should be erected in stages so as to minimize interference with Tenant's use and occupancy;

(iii) To the extent feasible, the scaffolding and construction barricades should be erected immediately prior to the commencement of the repair work and should be removed promptly after the completion of the repair work;

(iv) Any work requiring scaffolding or construction barricades should be prosecuted as expeditiously as possible in the exercise of commercial reasonableness;

(v) Any scaffolding in front of the Leased Premises should be double-height, and any construction barricades in front of the Leased Premises should be see-through;

(vi) Landlord shall maintain access to the Leased Premises at all times despite the erection of scaffolding or construction barricades, and Landlord shall erect signs which identify from the street how to access the Leased Premises through the scaffolding or construction barricades;

(vii) Tenant shall have the right to place its signage on scaffolding and construction barricades in front of the Leased Premises, subject to compliance with applicable laws and ordinances in connection therewith;

(viii) Unless required by a governmental authority or by Law, Landlord shall not be permitted to place any other signage or advertisement on any scaffolding or construction barricades in front of the Leased Premises, without the consent of Tenant, which Tenant may grant or deny in its sole and absolute discretion; and

(ix) Landlord shall be required to provide lighting underneath and along such scaffolding, and such lighting should be subject to the reasonable approval of Tenant."

SIDEWALKS (Article 12)

"Landlord shall not, without Tenant's written consent, grant any rights, other than normal pedestrian rights, in the sidewalk adjoining the Leased Premises to the extent of the full width thereof and within fifteen (15) feet of the boundary lines of the Leased Premises projected across said sidewalk. Should the entrance to the Leased Premises or said sidewalk, to the extent set forth in this Article 12, be obstructed or blocked by or with the consent of Landlord, Tenant shall be entitled to an appropriate and proportionate abatement in rent."

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TITLE AND POSSESSION (Article 19(a))

"(2) (i) To the extent that Landlord's consent is required or sought with respect to the DEC including, including, but not limited to, a consent for a proposed modification thereto, or to the extent that under the DEC Landlord has the right and opportunity to cast a vote regarding any matter raised for Vote under the DEC, Tenant's granting such consent shall be governed pursuant to the provisions of Section 7(f) of this Lease.

(ii) To the extent that Landlord's consent is required or sought with respect to any document other than the DEC now or hereafter encumbering Tenant's leasehold title to the Leased Premises (including, but not limited to any other item listed on Exhibit "C" hereto), or to the extent that under any such document other than the DEC Landlord has the right and opportunity to cast a vote regarding any matter, any consent or vote of Landlord given absent Tenant's express consent or direction shall be of no effect and deemed invalid. Landlord is hereby obligated to immediately notify Tenant, in writing, of any request for consent or call for a vote under any such other encumbering document, and provide Tenant with any correspondence relating thereto. Upon direction from Tenant, Landlord must make its election or cast its vote according to Tenant's instructions pursuant to this Paragraph. If Tenant fails to respond within the timeframe required under that particular other encumbering item/document pursuant to which such vote is called, or otherwise within a reasonable amount of time, as applicable, then Landlord may consent or cast a vote in exercise of its reasonable discretion. Notwithstanding anything contained in this Lease to the contrary, as to any such encumbering document(s) other than the DEC, in no event shall Landlord grant any consent), including, but not limited to, a consent for a proposed modification thereto, or cast a vote which would violate or lead to a violation of, or permit or cause to be violated any of the covenants or agreements contained in this Lease or under any separate agreement heretofore or hereafter agreed to between Landlord and Tenant in relation to the Leased Premises, nor by its exercise of such rights permit or allow the violation of any impairment in Tenant's rights under this Lease or under any separate agreement heretofore or hereafter agreed to between Landlord and Tenant in relation to the Leased Premises, nor eliminate any rights granted to Tenant in this Lease or under any separate agreement heretofore or hereafter agreed to between Landlord and Tenant in relation to the Leased Premises, nor increase any obligations of Tenant under this Lease or under any separate agreement heretofore or hereafter agreed to between Landlord and Tenant.

(iii) Furthermore, Landlord shall not, without Tenant's express written consent to be given, conditioned or denied in Tenant's sole discretion, grant to any party any easements or other rights as to the Leased Premises (such as, for example, parking easement rights over the Leased Premises) or impose upon the Leased

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Premises any restrictions whose effect would be either to impair, diminish or otherwise modify Tenant's rights granted herein (or under the DEC) or Tenant's quiet enjoyment of the Leased Premises."

REAL ESTATE TAXES (Article 20)

"(g) In order to establish the Real Property and/or Leased Premises as a separate unified tax parcel with the legal description provided in Exhibit "B" hereto, Landlord may cause an application for a tax division to be filed with the Cook County Assessor. If and to the extent a new PIN # is assigned specifically to the Leased Premises as a result of such application, Landlord shall advise Tenant of such new PIN #."

RIGHT OF FIRST REFUSAL (Article 31)

"(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 Term of this Lease or any extensions thereof from any person or entity, Landlord shall so notify Tenant (in accordance with Article 26 above) together with a true and correct copy of said Bona Fide Offer (and if applicable, any relevant loan assumption documentation). For purposes hereof, a "Bona Fide Offer" must be in the form of a sufficiently-detailed offer made in writing by a person or entity that is not related to or affiliated with Landlord which Landlord, in good faith, intends to accept (subject to this Article 31), setting forth all material terms and conditions of such a proposed purchase, and clearly delineating as to whether any loan assumption is required. A letter of intent may be a Bona Fide Offer, but only if it satisfies the above requirements. 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 (and if applicable, any relevant loan assumption documentation), offer to purchase the Leased Premises at the price and upon the terms and conditions as are contained in said Bona Fide Offer, in which event, Landlord shall sell the Leased Premises to Tenant upon said terms and conditions and said price; furthermore, in such event, Landlord shall convey the Leased Premises to Tenant by warranty deed. Notwithstanding the foregoing, the price that Tenant shall pay for the Leased Premises shall be reduced by an amount equal to broker's fees or commissions that would have been payable by Landlord if the Leased Premises, or applicable portion thereof, were sold pursuant to a Bona Fide Offer. Landlord shall provide Tenant evidence of the amount of broker's fees or commissions payable in connection with any such Bona Fide Offer. Landlord covenants that any proposed conveyance of the Leased Premises is subject to Landlord's compliance with the terms of this Article 31, and that any conveyance of the Leased Premises made in the absence of full satisfaction of this Article 31 shall be void. Tenant may enforce this Article 31, without limitation, by injunction, specific performance or other equitable relief."

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In no event shall any of the following constitute a Bona Fide Offer which Tenant may match pursuant to this Article, or result in the exercise by Tenant of any of its rights under this Article 31: (i) the sale of the Leased Premises or Landlord's leasehold interest in the Leased Premises as part of the sale of any additional property or properties, including, but not limited to, any other portion(s) of the Development; (ii) the granting of any mortgage, trust deed or other security interest in or with respect to Landlord's ownership interests in the Development, or any parts thereof; (iii) a sale pursuant to a foreclosure; or (iv) the conveyance of Landlord's ownership interests in the Development, or any parts thereof, pursuant to a deed in lieu of foreclosure; or (v) a sale to any affiliate of Landlord (an "affiliate of Landlord" being any entity which controls, is controlled by, or is under common control with, Landlord or any entity that is a member of Landlord).

(b) Notwithstanding the provisions of Section 31(a) above to the contrary, in the event Landlord's Bona Fide Offer pertains to a proposed purchase of the entire Development as a whole, Tenant may not, in such instance, purchase the Leased Premises separate from such remainder of the Development and therefore Landlord shall not be required hereunder to segregate the price and the terms for the purchase of the Leased Premises in its Bona Fide Offer from the price and other terms therein pertaining to the remainder of Development as otherwise required in Section 31(a) above; provided, however, that in the event that the Development should hereafter be converted into a condominium whereby the Leased Premises shall be a separate "Unit" from other parts of the Development, then and only in such event, in submitting such Bona Fide Offer to Tenant for just the Leased Premises, Landlord shall segregate the price and the terms of the offer for the Leased Premises, or applicable portion thereof, from the price and other terms connected with any other portion of the Development as required in Section 31(a) above shall apply, such that Tenant may purchase the Leased Premises separate from any other portions of the Development.

Also, if Landlord's Bona Fide Offer does not pertain to a proposed purchase of the entire Development as a whole, but rather is an offer to purchase only the Leased Premises, then Tenant's right of first refusal as to any such a Bona Fide offer shall apply, in accordance with this Article 31.

(c) Furthermore, notwithstanding anything contained in this Article to the contrary, this Article 31 shall not be applicable if the Bona Fide Offer Landlord has received for the Leased Premises is part of a proposed combined purchase of the Development and other separate properties.

(d) 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 31 shall be binding upon the heirs, successors and assigns of Landlord."

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TERMINATION OF PRIOR LEASE (Article 32)

"It is hereby agreed by and between Landlord (as successor in interest to The Cornerstone Group 630, L.L.C., a Delaware limited liability company "Cornerstone") and Tenant that a prior lease for the Leased Premises dated August 2, 2006 by and between Cornerstone and Tenant, as amended by a letter agreement by and between Cornerstone and Tenant dated September 12, 2007, and a subsequent letter agreement by and between Landlord and Tenant dated February 8, 2012, is hereby terminated, in its entirety and is and shall be null and void and of no force and effect, it being the intention of Landlord and Tenant that this Lease shall replace such prior lease and amendments thereto."

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. Capitalized terms not defined in the in this Memorandum are defined in the 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 is made and executed by the parties hereto for the purpose of recording the same in the office of the public records of Cook County, Illinois, and is subject in each and every respect, to the rents and other terms, covenants and conditions of the Lease and this Memorandum 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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Memorandum of AT

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

WALGREEN CO.,
an Illinois corporation

DBP

By: 
Robert M. SILVERMAN

Its: DIVISIONAL VICE-PRESIDENT

CHICAGO PROPERTIES I, LLC,
a Delaware limited liability company

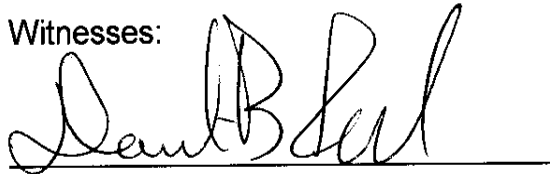
By: CHICAGO PROPERTIES I, JV LLC,
a Delaware limited liability company,
Member

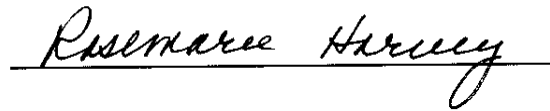
By: CPI MANAGER, LLC, a Delaware
limited liability company, its Manager

By: 
Darren Sloniger

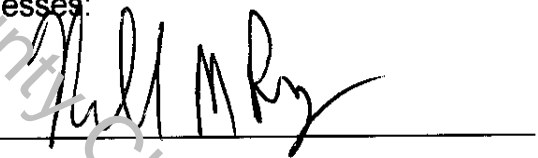
Its: Manager

Witnesses:





Witnesses:





DBP

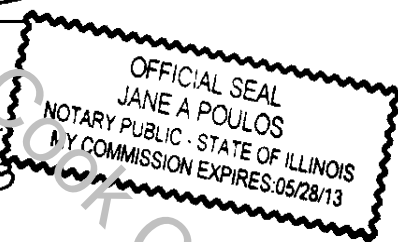
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STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public, do hereby certify that Robert M Silverman, personally known to me to be the DIVISIONAL 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 DIVISIONAL 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 10th day of MAY, 2013.

Jane A. Poulos
Notary Public



My commission expires: 5/28/13

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, a Notary Public, do hereby certify that DARREN SLONIGER, personally known to me to be the Manager of CPI MANAGER, LLC, a Delaware limited liability company, Manager of CHICAGO PROPERTIES I, JV LLC, a Delaware limited liability company, Member of CHICAGO PROPERTIES I, LLC, a Delaware limited liability company, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such manager of CPI MANAGER, LLC, a Delaware limited liability company, Manager of CHICAGO PROPERTIES I, JV LLC, a Delaware limited liability company, Member of CHICAGO PROPERTIES I, LLC, a Delaware limited liability company, pursuant to proper authority, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability companies , for the purposes therein set forth.

Given under my hand and notarial seal this 10th day of JUNE, 2013.

Karen M. Rediger
Notary Public



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My commission expires: 4/10/14

EXHIBIT "A"

Site Plan

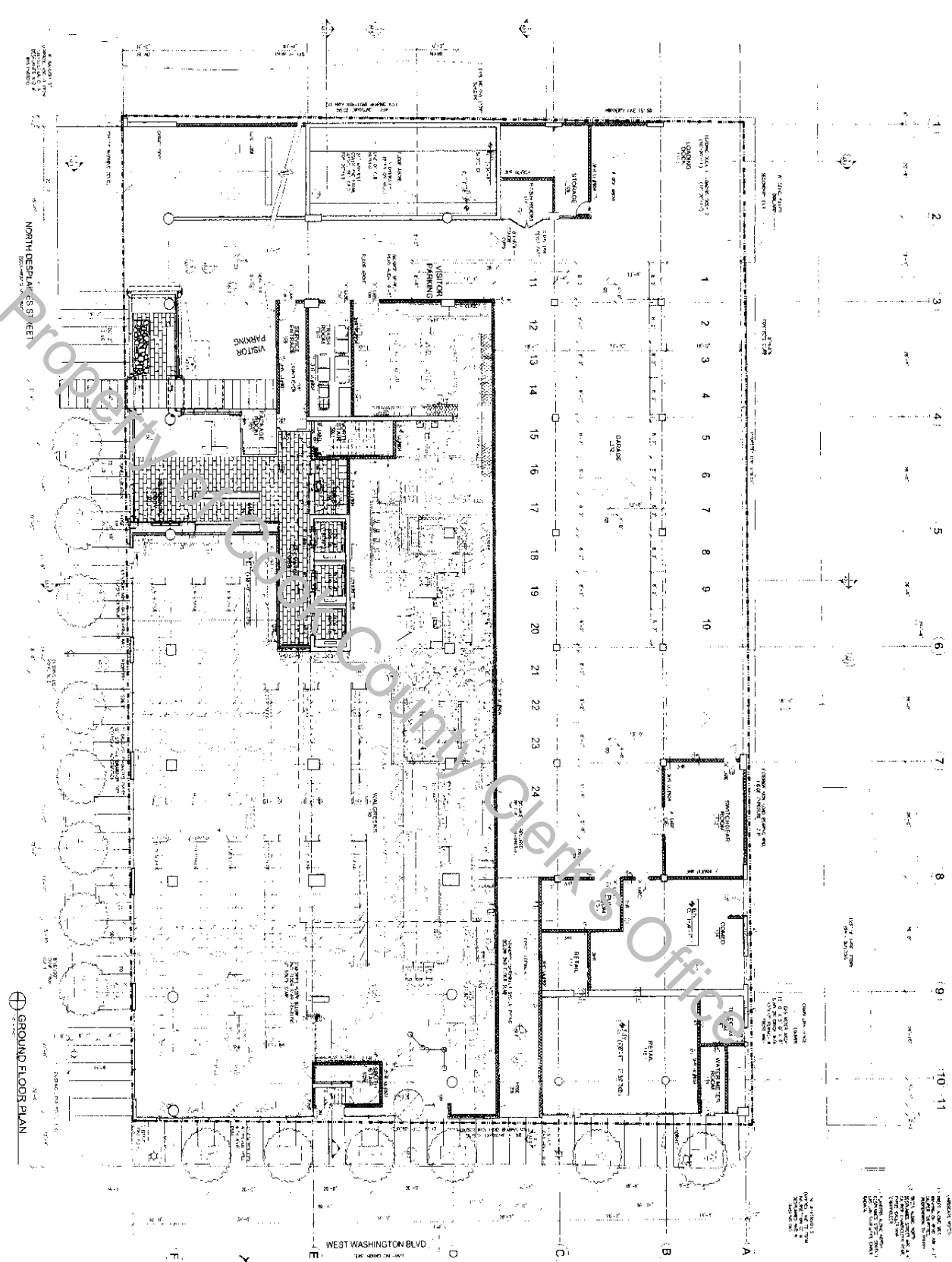
Property of Cook County Clerk's Office



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EXHIBIT A



Property of County Clerk's Office

GROUND FLOOR PLAN

PLANNING
BRINNSTOOL
+ LYNCH

APR 16 2013

PLAN NOTES:

- 1. SEE ARCHITECT'S NOTES FOR ALL NOTES.
- 2. SEE ARCHITECT'S NOTES FOR ALL NOTES.
- 3. SEE ARCHITECT'S NOTES FOR ALL NOTES.
- 4. SEE ARCHITECT'S NOTES FOR ALL NOTES.
- 5. SEE ARCHITECT'S NOTES FOR ALL NOTES.
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- 13. SEE ARCHITECT'S NOTES FOR ALL NOTES.
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- 19. SEE ARCHITECT'S NOTES FOR ALL NOTES.
- 20. SEE ARCHITECT'S NOTES FOR ALL NOTES.
- 21. SEE ARCHITECT'S NOTES FOR ALL NOTES.
- 22. SEE ARCHITECT'S NOTES FOR ALL NOTES.
- 23. SEE ARCHITECT'S NOTES FOR ALL NOTES.
- 24. SEE ARCHITECT'S NOTES FOR ALL NOTES.

Approved: S. T. Lynch

CATALYST
MARQUETTE COMPANIES
12003
1231 N. DESPLAINES STREET
CHICAGO, IL

GROUND FLOOR PLAN

A1.1

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EXHIBIT "B"

LEGAL DESCRIPTION OF LEASED PREMISES

Parcel A

The following Parcels 1-6, all being located within Block 47, Original Town of Chicago, in the Southwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, Cook County, IL [Land Total Net Area = 0.7867 acres], commonly known as 618 & 630 West Washington St., and 123 N. Des Plaines St., Chicago, IL:

Parcel 1:

Lot 6 except the South 38.67 feet and except the North 1.243 feet in Block 47 in the Original Town of Chicago in the West 1/2 of the Southwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The East 75 feet of Lot 10 in Block 47 in Original Town of Chicago in the Southwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

The South 25 feet 8 - 1/2 inches of Lot 7 in Block 47 in Original Town of Chicago in the Southwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

Lot 7 (except the South 25 feet 8 - 1/2 inches) in Block 47 in Original Town of Chicago in the Southwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5:

Lot 6 (except the North 37.0 feet thereof) in Block 47 in Original Town of Chicago in the Southwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6:

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That part of Lot 10 in Block 47 in Original Town of Chicago in the Southwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, lying West of the East 75.00 feet of said Lot 10, in Cook County, Illinois.

EXHIBIT "B" (continued)

LEGAL DESCRIPTION OF LEASED PREMISES

As of the date of this Lease, the tax parcel ID number(s) for the Real Property are set forth below:

17-09-331-008 17-09-331-009 17-09-331-010 17-09-331-011
17-09-331-012 17-09-331-013

Parcel B

Those easement rights for ingress/egress and cross access, and other easements and other rights appurtenant to above Parcel A, as set forth in that Declaration With Covenants, Conditions and Restrictions (the "DEC" as defined in Section 7(c) of the Lease) listed as Item #3 of Exhibit "C" hereto, to be recorded with the Recorder of Cook County, IL as an express condition of this Lease.

DBP