MEMORANDUM OF LEASE

This Memorandum of Lease is made as of the 27% day of Chicago, 1989, between American National Bank and Trust Company of Chicago, not individually, but as Trustee under Trust Agreement dated July 15, 1989, known as Trust No. 108929-09, whose address is c/o First National Realty Managment Company, 415 N. LaSalle Street, Suite 700, Chicago, Illinois 60690 (hereinafter referred to as "Landlord"), and Phar-Mor, Inc., a Pennsylvania corporation with its principal place of business at 20 Federal Plaza West, Youngstown, Ohio 44503 (hereinafter referred was disregarded of 117.2 TRAN 7343 09/05/91 15:49:00 ant").

COOK COUNTY RECORDER

91460260

WITNESSETH:

Landlord and Tenant have entered into a Lease (the "Lease") dated, Spitcher 27, 1989, whereby Landlord has leased to Tenant a portion of the real property (the "Property"), in the City of Crestwood, Cook County, Illinois, the legal description of which Property is set forth on Exhibit "A" attached hereto. The Lease contains provisions and rights appurtenent to the Property, some of which are as follows:

- of fifteen years, commencing on the Lease is for a period of fifteen years, commencing on the Commencement Date (as established in the Lease based upon the substantial completion of the improvements upon the Property.) Thereafter, Tenant has the right under the Lease to renew and extend the term of the Lease for three (3) successive periods of five (5) years each.
- 2. Exclusive Operation Privilege. The Lease provides that Tenant shall enjoy the sole and exclusive privilege in the Shopping Center located on the Property to operate a pharmacy, drugstore and health and beauty side store subject only to the rights of certain tenants of the Shopping Center as set forth in the Lease to engage in similar operations.
- 3. Successors. The covenants, conditions and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefit of their respective heirs, administrators, executors, representatives, successors and assigns.
- All the terms and conditions of the Lease are hereby incorporated herein by reference as if fully set forth herein.

This Memorandum of Lease is solely for notice and recording purposes and shall not be construed to alter, modify, expand, diminish or supplement the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall govern.

This Memorandum of Lease is executed by the undersigned trustee, American National Bank and Trust Company of Chicago (the "Bank"), not personally but solely as trustee under a Trust Agreement dated July 15, 1989 and known as Trust No. 108929-09 and it is expressly understood and agreed by the parties hereto, anything contained herein to the contrary notwithstanding, that each and all of the covenants undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of the Bank, individually, or for the purpose of binding it personally, but this Memorandum of Lease is executed and delivered by the trustee sololy in the exercise of the powers conferred upon it as such trustee under said agreements and no personal liability or personal responsibility is assumed by, nor shall at any time to asserted or enforced against Bank or the beneficiary of said trusts on account hereof, or on account of any covenant, unlertaking, representation, warranty or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto, and by all persons claiming by or through or under said parties. Landlord, and anyone claiming by, through or under Landlord and any successor to Landlord's interest hereunder and under 10 PASOPRICO the Lease, shall look solely to the assets of said trusts.

IN WITNESS WHEREOF, this Memorandum of Lease has been duly executed by the parties hereto as of the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually, but as Trustee under Trust Agreement dated January 26, 1989, and known as Trust No. 108920-09

ATTEST:

ts Asignar s

Its

PHAR-MOR, INC., a Pennsylvania

corporation,

ATTEST:

Its

ASSISTAN

Bv:

Okara Mandall

Instrument drafted by and when recorded return to:

Michael Z. Margolies, Esq. JENNER & BLOCK One IBM Plaza Chicago, Illinois 60611

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STATE OF ILLINOIS
COUNTY OF COOK
E M SOYIENSKI
I, , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
personally known to me to be the
Company of Chicago, N.A., a national banking association, as
Trustee as aforesaid, and Peter E. Tohmen, personally known to me to be the ASSISTANT -Secretary of said bank, and
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before
me this win person and severally acknowledged that as .
such -President and -Secretary, the signed and delivered the said instrument as
President and Secretary of said bank, and caused the corporate seal of said bank to be affixed thereto,
pursuant to authority given by the Board of Directors of
said bank as Trustee as aforesaid, as their free and voluntary act, and as the free and voluntary act and deed of said
corporation, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this 131283 day of, 1989.
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Notary Public
My commission expires:
State State State
J. W. W. York

STATE OF PENNSYLVANIA	
COUNTY OF ALLEGHENY	
Corporation, and Charles of Said come to be the secretary of said come to be the same persons we foregoing instrument, appearant severally acknowledged the said instrument as	ed of Directors of said corporation, pursuant to ed of Directors of said corporationately act and as the free and said corporation, for the uses and and and Notarial Seal this 27th One of the corporation One of the uses and and Notarial Seal this 27th
My commission expires:	C)
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EXHIBIT "A"

That part of the East 1/2 of Section 33, Township 37 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: Commencing at the Southwest corner of the Northeast 1/4 of said Section 33; thence North 0 -12'-49" West 569.14 feet along the West line of said Northeast 1/4; thence South 51 -18'-00" East 340.55 feet along a line drawn 815.38 feet Southwesterly of and parallel with the Southwesterly line of Calumet Sag Road; thence South 38 -42'-00" West 50.00 feet; thence South 51 -18'-00" East 620.25 fast; thence North 38 -41'-00" East 50.00 feet, to the point of beginning of the property herein described; thence South 51 -18'-00" East 1063.85 feet, to a point in a line drawn 1096.00 feet West of and parallel with the East line of the Southeast 1/4 of said Section : thence South 718.04 feet along said parallel line, to the South line of the North 80.00 feet of the South 1/2 of said Southeast 1/4 of Section 33; thence South 89 -46'-03" East 646.01 feet along said South line, to the West line of Lot 1 in Arthur T. McIntosh and Company & Cicero Avenue Farms, being a subdivision of part of said South 1/2 or the Southeast 1/4 of Section 33; thence North 0.33 feet, to the Northwest corner of Lot 1 in said Arthur T. McIntosh and Company's Cicero Avenue Farms; thence South 89 -46'-03" East 400.00 feet along the North line of said Lot 1, to the West line of Cicero Avenue; thence North 309.19 feet along said West line of Cicero Avenue; thince West 5.00 feet; thence North 539.55 feet along the West I(n) of Cicero Avenue; thence Northwesterly 60.72 feet along the arc of a circle of 275.37 feet radius convex Northeasterly and whose shord bears North 17 -15'-19" West, to the Southwesterly line of said Calumet Sag Road; thence North 52 -29'-08" West 292.02 feet along said Southwesterly line; thence North 47 -30'-00" West 484.18 feet along the Southwesterly line of said Calumet Sag Road; chance North 50 -57'-06" West 361.73 feet along the Southwesterly Time of said Calumet Sag Road; thence North 38 -42'-00" East 3.38 feoc; thence North 51 -18'-00" West 610.00 feet along the Southwesterly line of said Calumet Sag Road; thence South 38 -42'-00" West 815.38 Ivet, to the herein designated point of beginning; all in Cook County, Illinois.