

RETURN RECORDED DOCUMENT TO:

WALGREEN CO.
200 Wilmot Road, Dept. #51
Deerfield, Illinois 60015
Attn: Mary Butler

This Instrument Prepared by:
Elena Kraus.
200 Wilmot Road
Deerfield, Illinois 60015

. DEPT-01 RECORDING \$35.50
. 750008 TRAN 7158 05/10/96 09:39:00
. \$0012 : B-J #--96-356893
. COOK COUNTY RECORDER

96356893

MEMORANDUM OF LEASE

By this Memorandum of Lease, made in multiple copies the 4th day of March, 1996 between AMALGAMATED BANK OF CHICAGO, as Trustee, under trust agreement dated January 3, 1996, and known as Trust No. 5687, ^{and not personally} hereinafter called "Landlord," and BOND DRUG COMPANY OF ILLINOIS, an Illinois corporation, hereinafter called "Tenant";

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for the term of sixty (60) years commencing and continuing as provided in Article 3 hereof, subject to prior termination as hereinafter provided, the premises located at the northeast corner of Wolf Road and Butterfield Road in the City of Hillside, County of Cook, State of Illinois, to include a new one-story building with a double lane drive-through window and related facilities, containing not less than 103 feet of frontage facing Wolf Road and not less than 135 feet of depth, being a rectangular area containing 13,800 square feet of first floor area (the "Building"), and together with all improvements, appurtenances, easements and privileges belonging thereto, all as shown on the plan attached hereto and made a part hereof as Exhibit "A" (the Building, the real estate legally described on Exhibit "B," and all of the improvements to be constructed thereon as shown on Exhibit "A," shall be collectively called the "Leased Premises"). The term "Parking Areas," as used herein, shall mean those areas on the Leased Premises, outside of the Building, and improved as parking areas, landscaped areas, curbing, loading and service areas, trash enclosures and containers, light bulbs and light standards, driveways, sidewalks, parking stalls, paved areas and other similar improvements outside of the Building and on the Leased Premises.

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Tenant shall pay a rent of One Dollar (\$1.00) per year.

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Provisions for further and 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, bearing even date herewith, between the parties hereto and all of said provisions, terms, covenants and conditions are, by reference thereto, hereby incorporated in and made a part of the Lease.

Said Lease, among other things, contains the following provisions.

EXCLUSIVES AND RESTRICTIONS ON USE

Landlord covenants and agrees that, during the Term and any extensions or renewals thereof, no additional property which Landlord, directly or indirectly, may now or hereafter own or control ownership of, and which is contiguous to the Leased Premises, 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 sale of so-called health and/or beauty aids and/or drug sundries; (iii) the operation of a business in which alcoholic beverages shall be sold for consumption off the premises; (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. Landlord shall not be deemed in default of this Section if at the time Landlord acquires such contiguous property an occupant thereof is then operating or then has the right to operate in a manner which would otherwise be in violation of this Section, and thereafter such occupant operates in a manner which would otherwise be in violation of this Section. In the event that Tenant files suit against any party to enforce the foregoing restrictions (for those restrictions set forth in the Lease), Landlord agrees to cooperate fully with Tenant in the prosecution of any such suit, and reimburse Tenant for the reasonable attorneys' fees and court costs incurred by Tenant in connection with such suit, if Tenant shall prevail. In the event Tenant files suit against a third party to enforce the foregoing restrictions (or those restrictions set forth in the Lease), and if such suit was a result of any action or omission of Landlord or otherwise due to the negligence, acts or omissions of Landlord, then in addition to the foregoing, Landlord agrees to reimburse Tenant for the reasonable attorneys' fees and 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 street, alley or right-of-way.

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Landlord agrees that any additional property which Landlord, directly or indirectly, may now or hereafter own or control ownership of and Tenant agrees that the Leased Premises shall in no event be used, for the following purposes: a cocktail lounge or bar (except in connection with a restaurant), disco, bowling alley, pool hall, billiard parlor, skating rink, roller rink, amusement arcade, adult bookstore, adult theatre, adult amusement facility, any facility selling, renting or displaying pornographic materials or having such displays, auction house, children's play or party facility, rummage store operated similar to Salvation Army or Good Will stores, odd lot, closeout or liquidation store, flea market, educational or training facility, blood bank, sports or exercise club, diet or weight loss clinic, the sale, display, repair or leasing of automobiles, trucks, trailers or other vehicles, a funeral establishment, pawn shop, an outdoor circus or other outdoor entertainment, outdoor meetings, a shooting gallery, off track betting establishment, refinery, any residential use, including but not limited to living quarters, sleeping apartments or lodging rooms, for bingo or similar games of chance, car wash, car rental agency, or any use which creates a nuisance.

Notwithstanding the foregoing, the restrictions contained in this Article pertaining only to "the operation of a business in which food items for off premises consumption are offered for sale" shall be limited as follows: (x) a video rental or sale business operated as a so-called Blockbuster Video may sell food items in a manner consistent with the operation of business by a majority of other Blockbuster Video stores in the State of Illinois, and (y) another video rental or sale business may sell food items incidental to such video rental or sale operation in no more than fifty (50) square feet of floor area, provided however that if a majority of Blockbuster Video stores in the State of Illinois shall from time to time devote, on average, greater than fifty (50) square feet of floor area to the sale of food items for off the premises consumption, then the limitation under subsection (y) on food sales for a video store shall be deemed instead to permit incidental food sales equal to the average percentage floor area from time to time devoted to food sales by the majority of Blockbuster Video stores then operating in the State of Illinois (not to exceed in any case 2,000 square feet of floor area). As used herein, references to the name "Blockbuster Video" shall refer to the Blockbuster Video name or such other name as may be the successor name under which the majority of the stores owned or franchised by Blockbuster Video, Inc. or its successor are operated in Illinois.

Notwithstanding the foregoing, the restrictions contained in this Article pertaining only to the "operation of a business in which food items for off premises consumption are offered for sale" shall not apply to the operation of a restaurant.

Notwithstanding the foregoing, the restrictions contained in Section (a) of this Article, pertaining only to the sale of "so-called health and/or beauty aids and/or drug sundries," shall not apply to the sale of hair care items by a barber

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shop or hair salon, so long as the sale of such hair care items is an incidental part of such barber shop or hair salon business and the sale of such hair care items shall in no event exceed ten percent (10%) of the floor area of any such barber shop or hair salon business.

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, 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.

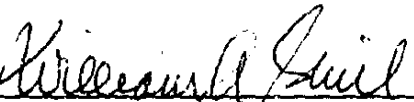
IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease, under seal, as of the day and year first above written.

TENANT:

LANDLORD:

BOND DRUG COMPANY
OF ILLINOIS

AMALGAMATED BANK OF CHICAGO
as Trustee

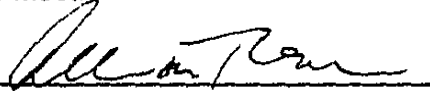
By 
Vice President

By 
Title: SENIOR VICE PRESIDENT

Print
Name WILLIAM A. SHIEL

Print
Name IRVING B. POLAKOW

Attest:


Assistant Secretary

Print
Name ALLAN M. RESNICK

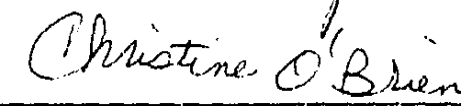
WITNESSES:





WITNESSES:





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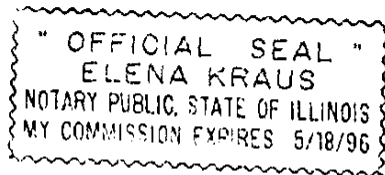
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STATE OF ILLINOIS)
)SS
COUNTY OF LAKE)

I, Elena Kraus, a Notary Public, do hereby certify that William A. Shield and Allan M. Resnick personally known to me to be the Vice President and Assistant Secretary of BOND DRUG COMPANY OF ILLINOIS, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary 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 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 14 day of March, 1996.

My commission expires:



Elena Kraus
Notary Public

169-5296

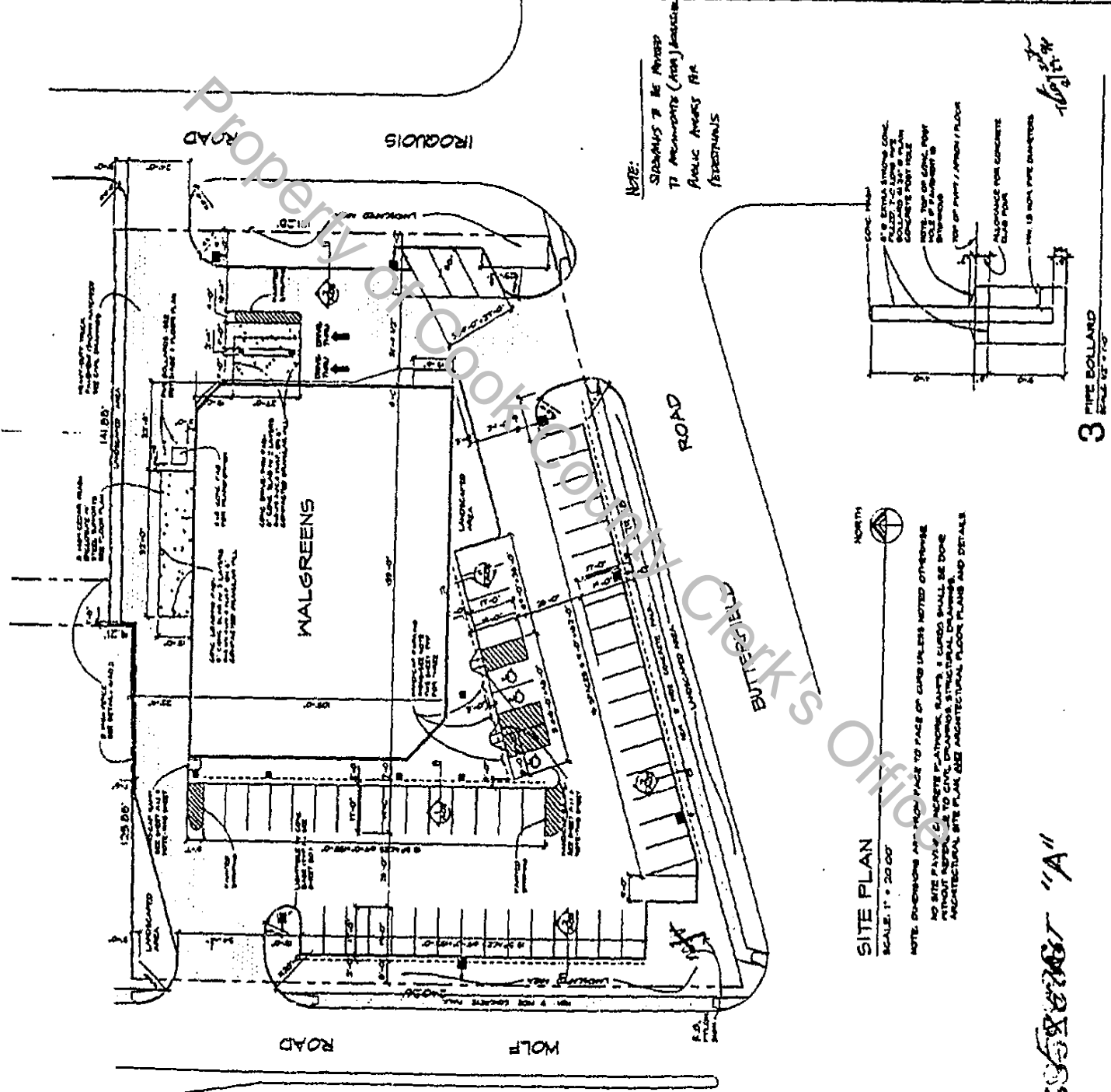
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PROJECT TYPE <input type="checkbox"/> ARCHITECT'S CONSULTING <input type="checkbox"/> LANDSCAPE ARCHITECTURE <input type="checkbox"/> ALL CONSTRUCTION WORK SHALL BE IN ACCORDANCE WITH THE CITY OF BUTTEFIELD'S CONSTRUCTION STANDARDS AND SPECIFICATIONS <input type="checkbox"/> LANDSCAPE ARCHITECTURE <input type="checkbox"/> LANDSCAPE ARCHITECTURE	
BUILDING <input type="checkbox"/> CONCRETE <input type="checkbox"/> BRICK <input type="checkbox"/> METAL PANELS <input type="checkbox"/> OTHER	FINISHES <input type="checkbox"/> PAINT <input type="checkbox"/> TILE <input type="checkbox"/> OTHER
PROJECT NO. 9445 PROJECT NAME NEW WALGREENS STORE 141.00' WOLF ROAD & 141.00' BUTTERFIELD ROAD BUTTERFIELD, ILLINOIS	
DRAWING TITLE LEASE EXHIBIT "A"	
DATE: 01-14-2008 DRAWN BY: [Signature] CHECKED BY: [Signature]	SHEET NO. A0.2 TOTAL SHEETS: 2



"A"

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EXHIBIT "B"

Legal Description - Leased Premises

PARCEL 1:

LOTS 72 TO 77 INCLUSIVE, LOTS 302 TO 304 INCLUSIVE AND ALL THAT PART OF THE ALLEY VACATED PER DOCUMENT 92029566, THAT PART OF LOTS 78 TO 81 INCLUSIVE LYING SOUTH OF THE SOUTH LINE OF THE 16 FOOT ALLEY DEDICATED PER DOCUMENT 93310986 AND THAT PART OF ALLEY VACATED PER DOCUMENT 19961617 LYING NORTH OF THE NORTH LINE OF SAID LOT 78 AND LYING SOUTH OF THE SOUTH LINE OF THE 16 FOOT ALLEY DEDICATED PER DOCUMENT 93310986, ALL IN HILLSIDE GARDENS, BEING A SUBDIVISION OF THAT PART LYING SOUTH OF THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, AURORA AND ELGIN RAILROAD COMPANY OF THE WEST 1/2 OF THE FRACTIONAL SOUTHWEST 1/4 SOUTH OF THE INDIAN BOUNDARY LINE OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 250 IN HILLSIDE GARDENS, BEING A SUBDIVISION OF THAT PART LYING SOUTH OF THE SOUTHERLY LINE OF THE RIGHT OF WAY OF CHICAGO, AURORA AND ELGIN RAILROAD COMPANY OF THE WEST 1/2 OF FRACTIONAL SOUTHWEST 1/4 SOUTH OF INDIAN BOUNDARY LINE OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 1, 1924 AS DOCUMENT 8611976, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 1/2 OF THE VACATED ALLEY LYING SOUTH AND ADJOINING LOT 250, AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE 16-FOOT EAST-WEST ALLEY VACATED PER DOCUMENT 96085768 LYING SOUTH OF A LINE 8 FEET SOUTH OF THE SOUTH LINE OF LOT 250, AND ALL OF THE 16-FOOT NORTH-SOUTH ALLEY VACATED PER DOCUMENT 96085768 LYING SOUTH OF THE NORTH LINE EXTENDED EAST OF LOT 302, ALL IN HILLSIDE GARDENS, BEING A SUBDIVISION OF THAT PART LYING SOUTH OF THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF CHICAGO, AURORA AND ELGIN RAILROAD COMPANY OF THE WEST 1/2 OF FRACTIONAL SOUTHWEST 1/4, SOUTH OF INDIAN BOUNDARY LINE OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 1, 1924, AS DOCUMENT NO. 8611976, IN COOK COUNTY, ILLINOIS.

Property Address: Northeast Corner of Wolf and Butterfield Roads, Hillside, Illinois

P.I.N.: 15-08-319-023; 15-08-319-024; 15-08-319-025; 15-08-319-045; 15-08-319-046; 15-08-319-047; 15-08-319-048; 15-08-319-051; 15-08-319-052; 15-08-319-053; 15-08-319-054; 15-08-319-056; 15-08-319-061; 15-08-319-044

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