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WALGREEN CO.

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

This Instrument Prepared by: Robert M. Silverman 200 Wilmot Road Deerfield, Illinois 60015

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1020/0016 30 001 Page 1 of 1998-09-18 09:39:30 Cook County Recorder

### AMENDED AND RESTATED MEMORANDUM OF LEASE AND RATIFICATION AGREEMENT

This Amended and Restated Memorandum of Lease made the  $^{\Gamma}$ June, 1998, between CENTRUM EQUITIES, INC., an Illinois corporation, hereinafter called "Landlord," and BOND DRUG COMPANY OF ILLINOIS, an Illinois corporation. hereinafter called "Tenant":

WHEREAS, a Memorandum of Lease dated June 6, 1996 was recorded on June 17, 1996 as Document No. 96-459930, mamoralizing the terms of that certain lease between the parties dated May 24, 1996 ("the nease"); covering property at the northeast corner of Willow Road and Old Willow Road in the Village of Northfield, Illinois, as legally described on Exhibit "B" attached nareto and made a part hereof; and

WHEREAS, the parties hereto desire to amend and restate such Memorandum of Lease and Tenant has requested that Landlord now ratify and adopt the Lease.

NOW THEREFORE, in consideration of the premises and other good and valuable condemnation, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- The "Lease" as defined in the Memorandum of Lease is dated May 24, 1996.
- Exhibit "A" attached hereto and made a part hereof is hereby substituted for Exhibit "A" attached to the Memorandum of Lease.
- Exhibit "B" attached hereto and made a part hereof is hereby substituted for Exhibit "B" attached to the Memorandum of Lease.
- Landlord hereby ratifies the Lease, as amended, and expressly assumes and agrees to perform and comply with all of the terms, conditions, provisions and agreements in the Lease.

BOX 333-CTI

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5. 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 Amended and Restated Memorandum of Lease and Ratification Agreement.

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

### **EXCLUSIVE** 6

8. (a) Landlord covenants and agrees that, during the term of this Lease and any extensions or renewals thereof, no additional property which Landlord, directly or indirectly, may now or hereafter own or control, and which is contiguous to the Leased Promises, will be used for: (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, or (ii) the sale of so-called health and/or beauty aids and/or drug sundries, or (iii) for the operation of a business in which photofinishing services and/or photographic film are offered for sale, and/or (iv) for the operation of a business in which greeting cards and/or gift wrap are offered for sale.

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.

### RIGHT OF FIRST REFUSAL

29. (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 Initial Term and Term of this Lease or any extensions thereof from any person or entity, Landlord shall so notify Tenant (Attn: Law Department with a duplicate notice to the Real Estate Department) together with a true and correct copy of said Bona Fide Offer. For purposes hereof, a "Bona Fide Offer" shall be deemed to be one made in writing by a person or entity that is not related or affiliated with Landlord which Landlord intends to accept (subject to this Article). Tenant may, at Tenant's option and within three (3) working days after receipt of Landlord's notice of said Bona Fide Offer and receipt of a copy thereof, offer to purchase the Leased Premises by written notice at the price and upon the terms and conditions as are contained in said

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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. Landlord covenants that it shall accept no such Bona Fide Offer or convey the premises until it has complied with the terms of this Article. Any conveyance of the Leased Premises made in the absence of full satisfaction of this Article shall be void. If Tenant has not so sent its written acceptance of said offer within said three (3) days then Tenant shall be conclusively deemed to have waived its right of first refusal with respect to that particular Bona Fide Offer. Tenant may enforce this Article, without limitation, by injunction, specific performance or other equitable relief.

(b) 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 shall be binding upon the heirs, successors and assigns of Landlord.

This Amended and Restated Memorandum of Lease and Ratification Agreement is made and executed by the parties heleto 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 Amended and Restated Memorandum of Lease and Ratification Agreement 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.

BOND DRUG COMPANY OF ILLINOIS	CENTRUM EQUITIES, INC.
By Ulliam Shul Vice President Print name: William A. Shiel	By President Print name: 2010 MUMAN
Attest:	Attest:
5,11/	
Assistant Secretary	Secretary
Print name: <u>E.H. King</u>	Print name: ARTHUR SLAVEN

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STATE OF ILLINOIS)
)SS COUNTY OF LAKE )
Helary Junge, a Notary Public, do hereby certify that
<u>June</u> , 1998.  My commission expires: 9/5/2001
Notary Public
OFFICIAL SEAL HILARY CINGE NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP, SUPT. 5 2001

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STATE OF ILLINOIS)
)SS COUNTY OF (LCK)
, a Notary Public, do hereby certify that personally known to me to be the Nite free dent of CENTRUM EQUITIES, INC., an Illinois corporation, and Activate personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this Jay 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 rice to fisaid corporation, for the uses and purposes therein set forth.
Given under my hand and notarial seal, this <u>√3</u> day of > 4.4 € 1998.
My commission expires:  Notary Public
"OFFICIAL SEAL"  Jenniter K. Vicks  Notary Public, Stare of Illinois  My Commission Expires 12/01/99

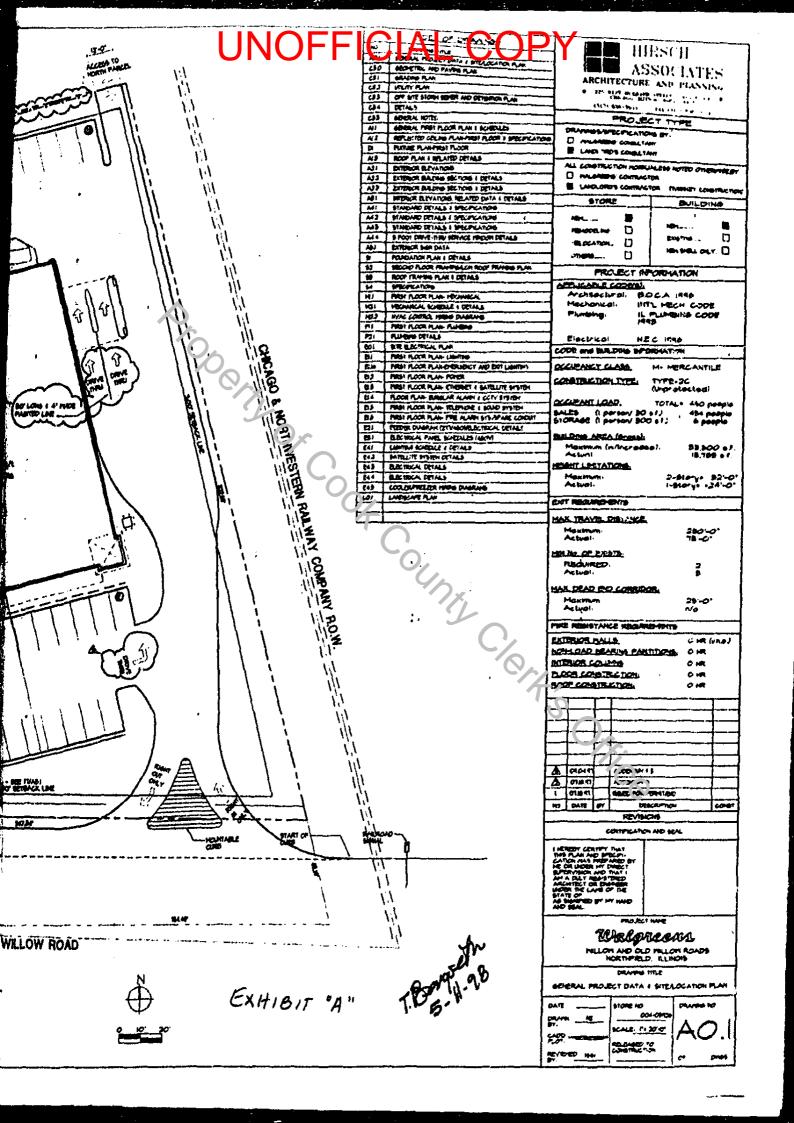
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1 SITE PLAN



#### **EXHIBIT "B"**

### **Legal Description**

Lot 1 in "Centrum Subdivision", being a subdivision in part of the Southeast Quarter of the Northeast Quarter of Section 24, Township 42 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded in the Cook County Recorder's Office MAY 6, 1998, as Document No. 98373126, all in Cook County, Illinois.

Real Estate Index Nos. 04-24-216-003; 04-24-216-002; and 04-24-219-041

Nos. 04-24-2.
1875 Old Willow Ra
Northfield, 13

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