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9/27/01 04 001 Page 1 of 7
1999-01-25 13:34:11
Cook County Recorder 63.00

RETURN RECORDED DOCUMENT TO:

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



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

MEMORANDUM OF LEASE

By this Memorandum of Lease, made the 18th day of August, 1998, between CREEKSIDE ASSOCIATES, L.L.C., an Illinois limited liability company, hereinafter called "Landlord" and BOND DRUG COMPANY OF ILLINOIS, a Illinois corporation, hereinafter called "Tenant";

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for the term commencing May 1, 1999 and continuing to and including April 30, 2059, 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 the northwest corner of Pulaski and 123rd Street, in the City of Alsip, 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.

EXHIBIT ATTACHED

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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 Shopping Center nor any additional property which Landlord directly or indirectly, may now or hereafter own or control and which is contiguous to, or which is within five hundred (500) feet of any boundary of, the Shopping Center, 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 treatment services; (iii) the sale of so-called health and/or beauty aids and/or drug sundries; (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 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, except where the sale thereof is an incidental part of such business; and/or (vii) the operation of a business in which food items for off premises consumption are offered for sale. The restriction set forth in subsection (v) above shall not prohibit the operation of a high-end camera store provided that such store may not have a one hour photo processing service. The restrictions set forth in Subsection (vii) above shall not prohibit the operation of a full service or fast food restaurant with carry out or a bagel, ice cream or donut shop or the operation of a business in which food items or candy are sold as an incidental part of its business, such as a Blockbuster Video store. Notwithstanding the foregoing, Landlord may lease no more than 5000 square feet of the Shopping Center for medical offices, provided that such medical offices do not contain a pharmacy or otherwise provide for the sale or dispensing of medicinal drugs for a fee or remuneration of any kind. 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, notwithstanding its resolution. For purposes hereof "contiguous" shall mean property that is either adjoining the Shopping Center or separated from the Shopping Center only by a public or private street, alley or right-of-way.

RIGHT OF FIRST REFUSAL

(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

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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 twenty-one (21) days after receipt of Landlord's notice of said Bona Fide Offer and receipt of a copy thereof, 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 either the purchaser or Landlord if the Leased Premises 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 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. 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 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 Cook County, 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.

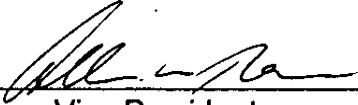
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IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease, under seal, as of the day and year first above written.

BOND DRUG COMPANY OF ILLINOIS

CREEKSIDE ASSOCIATES, L.L.C.

By 
ME ME Vice President


By 
Its: KIMBLEE

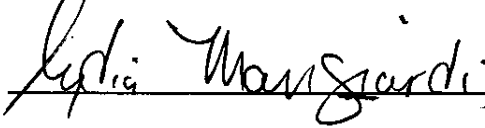
Witnesses:





Witnesses:





Property of Cook County Clerk's Office

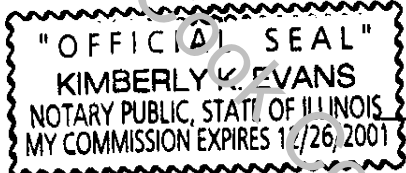
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STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, Kimberly Kevans, a Notary Public, do hereby certify that Duan M. Rznick, personally known to me to be a Vice President of Bond Drug Company of Illinois, 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 severally acknowledged that as such Vice President he signed and delivered the said instrument as such Vice President 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 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 18 day of August, 1998



Kimberly Kevans
Notary Public

My commission expires:

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STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Melanie Sims, a Notary Public, do hereby certify that William Striner, personally known to me to be a Manager, of Creekside Associates, L.L.C., 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 severally acknowledged that as such Manager he signed and delivered the said instrument as such Manager of said entity, pursuant to valid authority, as his free and voluntary act, and as the free and voluntary act and deed of said entity for the purposes therein set forth.

Given under my hand and notarial seal this 12th day of August, 1998.

Melanie Sims
Notary Public



My commission expires:

EXHIBIT "B"

Legal Description

LOT 7 IN BRAYTON FARMS, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 7, 610.25 FEET SOUTHERLY OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 0 DEGREES 01 MINUTES 28 SECONDS EAST, 360.00 FEET TO THE SOUTHWEST CORNER OF LOT 7; THENCE SOUTH 60 DEGREES 08 MINUTES 53 SECONDS EAST, ALONG THE SOUTHERLY LINE OF LOT 7, 297.28 FEET; THENCE NORTH 0 DEGREES 01 MINUTES 28 SECONDS WEST, 507.97 FEET; THENCE SOUTH 90 DEGREES WEST, 257.76 FEET TO THE POINT OF BEGINNING; ALSO EXCEPT THOSE PARTS TAKEN FOR CRAWFORD AVENUE AND 123RD STREET, ALL IN BRAYTON FARMS, A SUBDIVISION IN THE NORTH 1/2 OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

D.I.N. # 24-27-200-656, 657, 068, 064, 069, 070

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EXHIBIT ATTACHED