

UNOFFICIAL COPY

RETURN RECORDED DOCUMENT TO:

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

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

99332681

4228/0183 03 001 Page 1 of 10
1999-04-07 11:24:11
Cook County Recorder 39.00



120713

7762835, 655, D2

10

MEMORANDUM OF LEASE

By this Memorandum of Lease made the 17th day of December, 1998, between NORTH-CICERO L.L.C., an Illinois limited liability company, 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 commencing June 1, 1999 and continuing to and including May 31, 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 at the northeast corner of North Avenue and Cicero Avenue, in the City of Chicago, 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 hereto, hereby incorporated in and made a part of this Memorandum of Lease.

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

BOX 333-CT1

EXCLUSIVES

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 Premises, 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 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, or (iv) for the operation of a business in which photofinishing services and/or photographic film are offered for sale, or (v) the operation of a business in which food items for off premises consumption are offered for sale and/or (vi) for the operation of a business in which greeting cards and/or gift wrap are offered for sale. Landlord shall be deemed to have complied with the foregoing covenant if (a) in any lease, sublease or other instrument for any property now or hereafter owned or controlled by Landlord which is contiguous to the Leased Premises entered into after the date hereof, Landlord inserts a restrictive use clause which either (i) expressly limits the use of the premises to a use not in violation of the above exclusive use restrictions, or (ii) expressly prohibits the above exclusive use restrictions and (b) upon notice from Tenant of a breach of the above exclusive use restrictions, Landlord in good faith diligently commences and continues to pursue enforcement of its rights against the defaulting tenant or occupant to cease its violation of the above exclusive use restrictions. So long as Landlord has complied with (a) and (b) above, Landlord shall not be in default or breach hereunder and Tenant shall not have any right or cause of action against Landlord (except as may be required in order to enforce Tenant's rights against the defaulting tenant), but nothing herein shall prevent Tenant from pursuing such remedies as may be available to it directly against such other defaulting tenants. In the event that Tenant files suit to enforce this covenant, Landlord agrees to (a) cooperate fully with Tenant in the prosecution of any suit, and (b) reimburse Tenant for all of its attorney's fees and court costs notwithstanding its resolution if such suit results directly from Landlord's non-compliance with this paragraph. In the event that Tenant files suit against any party to enforce the foregoing restrictions, Landlord agrees to (i) cooperate fully with Tenant in the prosecution of any such suit, and (ii) reimburse Tenant for all of attorneys' fees and court costs incurred by Tenant in connection with such suit, notwithstanding its resolution if such suit results directly from Landlord's non-compliance with this paragraph.

(b) In the event that any action, claim or suit is brought by any party against Tenant alleging that Tenant is in violation of any exclusive use

restriction contained in any instrument affecting the Leased Premises, Landlord shall defend (by counsel reasonably satisfactory to Tenant), indemnify and hold Tenant harmless from any damages, loss, or cost (including, without limitation, attorneys' fees and costs) suffered by Tenant thereby, or from the enforcement of said restriction against Tenant. In the event that any action, claim or suit is brought by any party against Tenant alleging that Tenant's operations on the Leased Premises are in violation of any use restriction contained in any instrument executed by Landlord (whether or not recorded), except those listed on Exhibit "F", Landlord shall defend (by counsel reasonably satisfactory to Tenant), indemnify and hold Tenant harmless from any damages, loss, or cost (including, without limitation, attorneys' fees and costs) suffered by Tenant thereby, or from the enforcement of said restriction against Tenant. Notwithstanding the above, no encumbrance, lien, or restriction recorded against or otherwise imposed upon the Leased Premises (except as set forth on Exhibit "F") shall be binding upon or otherwise enforceable against Tenant or its successors and assigns unless Tenant has expressly and in writing, consented to said recordation or imposition; any such purported encumbrance, lien or restriction to which Tenant has not consented shall be void. The foregoing restriction against the imposition or recordation of other liens, encumbrances or restrictions shall be deemed a covenant running with the land in addition to any contractual obligation of Landlord.

(c) The individual exclusives contained in this Article shall terminate if Tenant, or Tenant's assignees or sublessees, stop selling the particular product(s) described in a particular exclusive for a period in excess of six (6) months, unless such stoppage is a result of a casualty, remodeling, temporary cessation of a license or product unavailability (i.e., if Tenant stops the sale of prescription drugs for a period in excess of six (6) months, not due to casualty, remodeling, temporary cessation of a license or product unavailability, the prescription drug exclusive contained in (a) above would terminate as of the expiration of the six month period).

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 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. If Tenant has not 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 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 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.

BOND DRUG COMPANY OF ILLINOIS

NORTH-CICERO, L.L.C.

By [Signature]
Vice President
Print name: Allan M. Resnick

By [Signature]
One of Its Managers
Print name: JOHN McMINN

Attest:

[Signature]
Assistant Secretary
Print name: E. H. King

Witnesses:

[Signature]
[Signature]

Witnesses:

[Signature]
[Signature]

Property of Cook County Clerk's Office

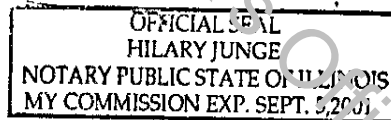
STATE OF ILLINOIS)
)SS
COUNTY OF LAKE)

I, Hilary Junge, a Notary Public, do hereby certify that
Allan M. Resnick, personally known to me to be the Vice President of
BOND DRUG COMPANY OF ILLINOIS, an Illinois corporation, and
E. H. King, personally known to me to be the Assistant Secretary of
said corporation, 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 17th day of December,
1998.

My commission expires:

Hilary Junge
Notary Public



STATE OF ILLINOIS)

COUNTY OF Cook)SS

I, JENNIFER R. HICKS, a Notary Public, do hereby certify that JOHN MCLINDEN, personally known to me to be One of the Managers of NORTH-CICERO, L.L.C., an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to 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 Manager of said company, pursuant to authority, given by said company as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

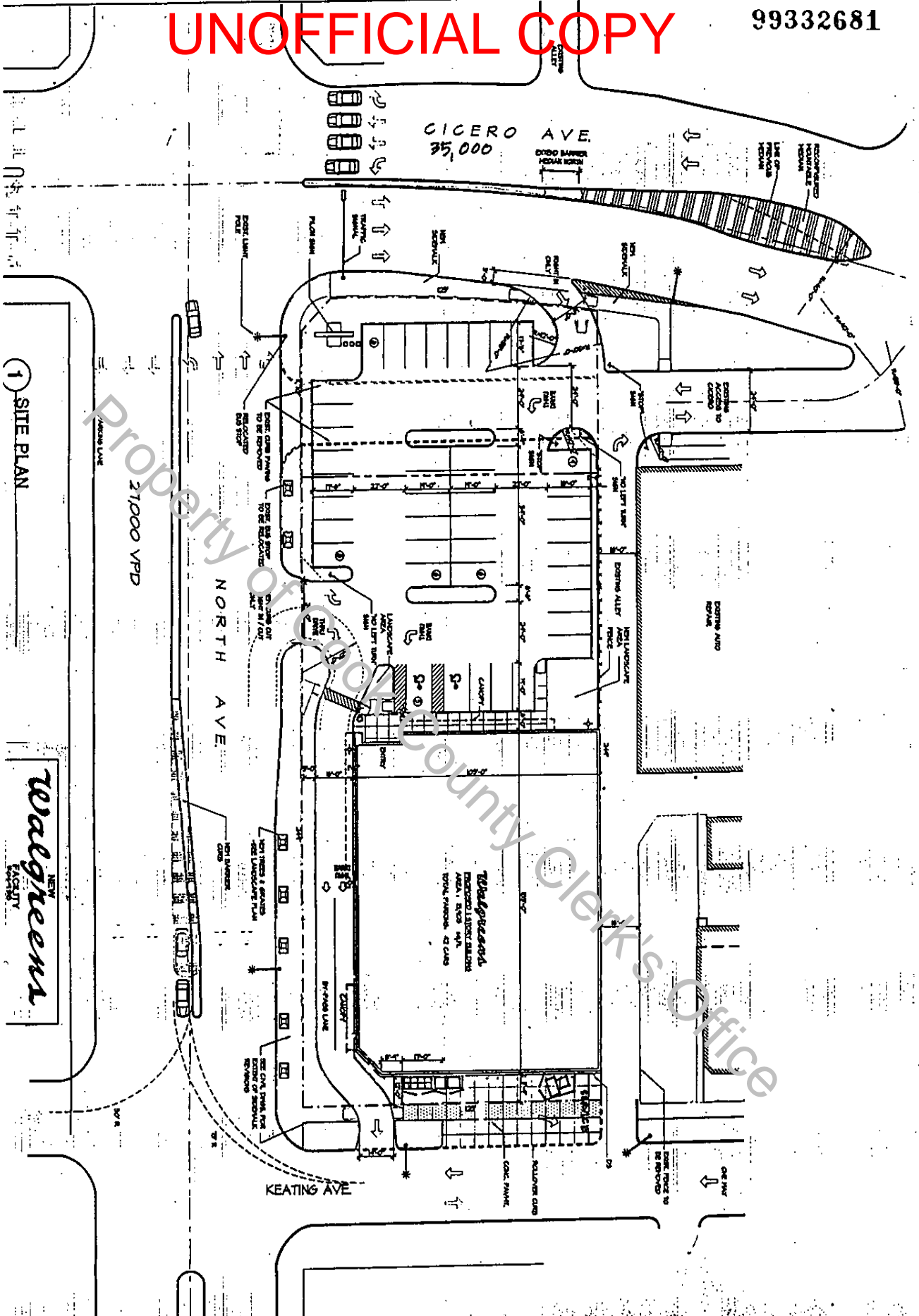
Given under my hand and notarial seal, this 11th day of September 1998.

My commission expires:

Jennifer R. Hicks
Notary Public



CLERK OF COOK COUNTY CLERK'S OFFICE



1 SITE PLAN

WALGREENS

EXHIBIT 'A'

12-17-98

EXHIBIT "B"

Legal Description

PARCEL 1: LOTS 23, 24, 25, 26 AND 27 IN SPRAGUE AND WILSON'S SUBDIVISION OF BLOCK 18 IN W. R. O'BRIENS SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 5 ACRES IN THE SOUTHEAST CORNER THEREOF, AND RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 22 IN SPRAGUE AND WILSON'S SUBDIVISION OF BLOCK 18 IN W. R. O'BRIENS SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 5 ACRES IN THE SOUTHEAST CORNER THEREOF AND RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOT 21 IN SPRAGUE AND WILSON'S SUBDIVISION OF BLOCK 18 IN W. R. O'BRIENS SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 5 ACRES IN THE SOUTHEAST CORNER THEREOF, AND RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.

PARCEL 4: LOTS 18, 19 AND 20 IN SPRAGUE AND WILSON'S SUBDIVISION OF BLOCK 18 IN W. R. O'BRIENS SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 5 ACRES IN THE SOUTHEAST CORNER THEREOF, AND RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.

PARCEL 5: THAT PART OF THE CICERO AVENUE RIGHT OF WAY, LYING WEST OF AND ADJOINING LOT 27 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 27; THENCE WEST, ALONG THE SOUTH LINE OF LOT 27 EXTENDED WEST, 56.0 FT.; THENCE NORTHWESTERLY, ALONG A LINE FORMING AN ANGLE OF 45 DEGREES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, 17.89 FT. TO A POINT ON A CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 718.69 FT.; THENCE NORTHERLY ALONG SAID CURVE 113.09 FT. TO A POINT ON THE NORTH LINE OF SAID LOT 27 EXTENDED WEST AND

61.06 FT. WEST OF THE NORTHWEST CORNER OF SAID LOT 27; THENCE EAST 61.06 FT. TO THE NORTHWEST CORNER OF SAID LOT 27; THENCE SOUTH 125.41 FT. TO THE POINT OF BEGINNING, ALL IN SPRAGUE AND WILSON'S SUBDIVISION OF BLOCK 18 IN W. R. O'BRIENS SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 5 ACRES IN THE SOUTHEAST CORNER THEREOF, AND RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: **NORTHEAST CORNER OF W. NORTH AVENUE AND CICERO AVENUE, CHICAGO, ILLINOIS.**

Pin #:

- 13-34-315-029-0000
- 13-34-315-030-0000
- 13-34-315-031-0000
- 13-34-315-032-0000
- 13-34-315-033-0000
- 13-34-315-034-0000
- 13-34-315-035-0000

Property of Cook County Clerk's Office