

THIS LEASE AND AGREEMENT by and between E. W. NASH BUILDING COMPANY, a Nebraska corporation, hereinafter referred to as "Landlord", and McKESSON & ROBBINS, INCORPORATED, a Maryland corporation, hereinafter referred to as "Tenant",

WITNESSETH:

I.

Landlord hereby leases to Tenant for a term starting October 1, 1954, and ending September 30, 1974, the following described real estate located in Douglas County, Nebraska, to wit:

- (a) Lots Seven (7) and Eight (8), Block One hundred twenty-four (124), in the City of Omaha, according to the Original Plat, and the building located thereon, and
- (b) Loading dock built over the sidewalk space on Ninth Street, east of and adjoining said building, and,
- (c) The overhead bridges running from the north wall of the leased building across the alley to the north to the south wall of the building formerly owned by Landlord located on the southwest corner of Ninth and Douglas Streets, and the tunnels running from the basement of the leased property under said alley to the south wall of said building located north of the alley.

II.

Tenant hereby leases said property for said term and agrees to pay a rental of Fourteen Thousand Dollars (\$14,000) per year, payable in equal monthly installments of Eleven Hundred Sixty-six Dollars and Sixty-seven Cents (\$1,166.67) on or before the tenth (10) day of each month of the term at the office of Landlord in Omaha, Nebraska.

III.

Tenant agrees during the term of this Lease and Agreement -

- (1) To use the demised premises in carrying on its wholesale drug and liquor business and allied lines.
- (2) To keep and maintain the exterior and interior of the building in good order and safe condition, making, at its own cost and expense, any and all necessary repairs thereto, structural or otherwise.
- (3) To pay for water and electric current used in the demised premises.
- (4) To assume all risks arising from the use or misuse of the sprinkler system, plumbing, water pipes, gas pipes, electric wiring

and/or sewer pipes and connections, and that Landlord shall not be liable for defects therein or damages therefrom.

(5) To promptly remove ice and snow from the building and adjacent sidewalks.

(6) To hold Landlord harmless from all claims for damages resulting from personal injuries, fatal or otherwise, sustained by any person in or about said building.

(7) That said premises shall not be injured or defaced in any manner and that no waste shall be committed therein.

(8) That the premises shall be kept in a clean and sanitary condition in accordance with the laws of Nebraska, the ordinances of the City of Omaha and the requirements of its duly constituted authorities.

#### IV.

It is agreed that during the term of this Lease Tenant shall keep the bridges and tunnels referred to in Article I, Clause (c), in good order and safe condition and make any and all necessary repairs thereto, structural or otherwise, and with respect thereto, shall fully comply with all state or local laws, ordinances, regulations or directives, all at Tenant's own cost and expense. It is also agreed that, upon mutual consent, said bridges may be removed or demolished and said tunnels may be filled in or closed up upon the terms and conditions which may be agreed upon by Landlord and Tenant.

#### V.

Tenant agrees to pay for steam consumed in heating the demised premises, and the amount of steam so consumed shall be determined by condensation meters located at such place or places as may be mutually agreed upon; and the amount to be paid for said steam shall be the actual cost to Landlord of buying or producing same. Landlord agrees to furnish to Tenant the above steam, but Landlord shall not be liable for any failure to supply heat to Tenant which may be due to causes beyond Landlord's control.

#### VI.

During the term herein granted Tenant shall have the right to make at its own expense any and all changes, repairs or alterations to the premises as it may find desirable, subject always to the rules and regulations of any public authorities having jurisdiction thereover.

## VII.

All partitions, shelving and fixtures installed by Tenant in the building and all improvements which Tenant has made at its own expense shall be and remain the property of Tenant, and upon the termination of this Lease and Agreement may be removed from the building by Tenant, provided Tenant shall repair all damage to the premises caused by such removal, which Tenant hereby agrees to do.

## VIII.

Tenant may install and maintain on the building such signs as it may desire, provided they are of first-class workmanship, design and construction, and appropriate to the character of the building.

## IX.

Landlord shall pay all taxes and assessments levied against the demised premises before the same become delinquent.

## X.

Tenant agrees at all times after the commencement of the term of this Lease to carry fire insurance with extended coverage endorsement on the leased premises with solvent and responsible insurance companies authorized to do business in the State of Nebraska, in an amount equal to the full replacement value of the buildings and improvements leased hereby, such replacement value to be determined by the insurance carrier with whom the insurance required by this Article shall be placed. The premium therefor shall be apportioned between Landlord and Tenant so that Landlord shall pay such share thereof as the sum of \$140,000 bears to said full replacement value and Tenant shall pay the balance of said premium. It is agreed that the annual sprinkler alarm fee shall be similarly apportioned between Landlord and Tenant.

The proceeds of said insurance shall be payable to Landlord but shall be held by Landlord as a trust fund to be disbursed in accordance with this Article X, as hereinafter set forth.

If the building is damaged by fire or otherwise but not rendered untenable, the proceeds of such insurance shall be used to promptly repair the same. A proportionate reduction in the rent shall be allowed for the

portion of the building rendered untenable until such repairs are completed. If the damage shall be so extensive as to render the building untenable, the rent shall be paid up to the time of such damage and shall thereafter cease until the building shall be put in good order, and if the building cannot be or shall not be repaired or restored to its former condition within three (3) months from the date of damage, Tenant may, at its option, terminate this Lease and Agreement as of the date of the damage, and in this event, Landlord agrees to refund any unearned rent. If the building shall be damaged by fire or otherwise to the extent of fifty per cent (50%) or more, this Lease and Agreement shall thereupon terminate, and Tenant shall pay the rent up to the time of such damage, and if Tenant has prepaid the rent, Landlord shall refund the unearned part thereof.

In the event of a termination pursuant to this Article, Landlord hereby grants to Tenant, provided Tenant shall notify Landlord within four (4) weeks after such termination of its intention to exercise the same, an option to purchase said property as of the date of the exercise of such option. Such option shall be upon the same terms and conditions as set forth in Article XIV of this Lease, except that:

(1) State and local taxes shall be apportioned as of the date of the exercise of such option;

(2) The purchase price shall, if termination occurs during the first year of this Lease, be \$140,000 and shall decrease in each year thereafter by the sum of \$1,000, so that if termination occurs during the last year of this Lease, the purchase price shall be \$121,000.

In the event that Tenant exercises this option, the proceeds of any and all insurance policies provided for by this Article shall be paid by Landlord to Tenant.

#### XI.

Landlord may enter the demised premises at reasonable hours of the daytime for any proper purpose, and during the last three (3) months of said term may exhibit the demised premises and place and maintain on the outer walls of said building notices that the premises are "To Let" or "For Sale".

## XII.

Tenant, upon paying the rent and performing the covenants and agreements on its part to be performed, shall peaceably and quietly have, hold and enjoy the demised premises for the term granted, provided always, and this Lease and Agreement is made upon the condition that, if the rent or any part thereof shall at any time be in arrears, or if Tenant shall at any time fail or neglect to perform any of its covenants, conditions or agreements herein contained, and any such default shall continue for a period of thirty (30) days after written notice thereof shall have been given to Tenant by Landlord, or if Tenant shall become bankrupt or insolvent or shall compound with its creditors, then it shall be lawful for Landlord, or anyone duly authorized by Landlord, without any formal notice or demand, to enter upon the demised premises or any part thereof in the name of the whole, and said premises peaceably to hold and enjoy thenceforth as if these presents had not been made, without prejudice to any right of action or remedy of Landlord in respect to any antecedent breach by Tenant of any of the covenants, conditions or agreements hereinbefore contained.

## XIII.

At the expiration of the term, if the option hereinafter provided for is not exercised, Tenant will quit and surrender demised premises, in the same condition in which same were at the beginning of the term, reasonable wear and tear and damage by fire or windstorm excepted.

## XIV.

Landlord hereby grants to Tenant, provided Tenant shall notify Landlord not later than April 1, 1974, of its intention to exercise same, an option to purchase, on October 1, 1974, for \$120,000.00 -

(i) The building and real estate described and referred to in Clause (a), Article I, and subject to Party Wall Agreements, if any, and

(ii) All Landlord's right, title and interest in the loading dock described and referred to in Clause (b), Article I, and

(iii) All Landlord's right, title and interest in the bridges and tunnels described and referred to in Clause (c), Article I, and any easements with respect thereto.

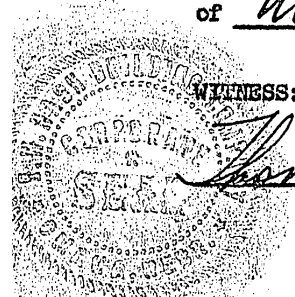
In the event the option is exercised, the purchase price of \$120,000.00 shall be payable in cash on October 1, 1974, against delivery of a good and sufficient warranty deed conveying a good, marketable title to the property referred to in (i) above, and all its right, title and interest to the property referred to in (ii) and (iii) above, free and clear of all liens and encumbrances, save and except the lien of state and local taxes payable in the year 1974, three-fourths (3/4) of which are to be paid by Landlord, and one-fourth (1/4) of which are to be paid by Tenant. In the event option is exercised, Landlord agrees, at its expense, to furnish Tenant, at least ten (10) days prior to closing date, an abstract of title showing that Landlord has good, marketable title to the real estate described and referred to in Clause (a), Article I, above.

The option herein set out is granted on the express condition that Tenant shall fully conform to all agreements made by it, and shall have paid the full rental specified for the 20-year period, and in the event of Tenant's failure so to do, Tenant shall acquire no rights to purchase the property under and by reason of the provisions in this Article.

XV.

This Lease and Agreement shall, from and after October 1, 1954, supersede and take the place of the lease and agreement made by and between the parties hereto, dated October 6, 1944, relating to the property covered by this Lease and Agreement.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Lease and Agreement to be executed by their respective officers, duly authorized, and their corporate seals to be hereunto affixed as of this 8<sup>th</sup> day of March, 1954.



WITNESS:

Thomas Marshall

WITNESS:

[Signature]

E. W. NASH BUILDING COMPANY

By [Signature]  
President

ATTEST: [Signature]  
Secretary

McKESSON & ROBBINS, INCORPORATED

By [Signature]  
President

ATTEST: [Signature]  
Secretary

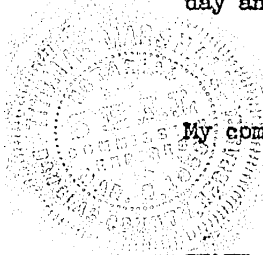
STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } ss.

On this 8th day of March, 1954, before me the under-  
signed, a Notary Public in and for said County, personally came E. B.  
CROFOOT, President, and Vera M. Brass, Secretary, of the E. W. NASH  
BUILDING COMPANY, a Nebraska corporation, to me personally known to be the  
President and Secretary, respectively, of that corporation and the identi-  
cal persons whose names are affixed to the foregoing instrument as such of-  
ficers, and they and each of them acknowledged the execution thereof to be  
their voluntary act and deed as such officers and the voluntary act and  
deed of the E. W. Nash Building Company, and that the corporate seal of  
the E. W. Nash Building Company was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County, the  
day and year last above written.

Thomas Marshall  
Notary Public

My commission expires March 8 1959



STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.

On this 17th day of March, 1954, before me the under-  
signed, a Notary Public in and for said County, personally came George Van  
Gorder, President and H. R. Peters, Secretary, of McKESSON & ROBBINS,  
INCORPORATED, a Maryland corporation, to me personally known to be the  
President and Secretary, respectively, of that corporation and the identi-  
cal persons whose names are affixed to the foregoing instrument as such of-  
ficers, and they and each of them acknowledged the execution thereof to be  
their voluntary act and deed as such officers and the voluntary act and deed  
of McKesson & Robbins, Incorporated, and that the corporate seal of McKesson  
& Robbins, Incorporated, was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at New York, New York, in said  
County, the day and year last above written.

Imelda Colton  
Notary Public

My commission expires March 30 1955

IMELDA COLTON  
Notary Public, State of New York  
No. 03-0716115  
Qualified in Bronx County  
Certs. filed with Bronx & New York  
County Clerks and Registers  
Commission Expires March 30, 1955

2970 W

State of New York, }  
County of New York, } ss.:

No. 370

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that

*McLean Cotton*

whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that, pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal

this \_\_\_\_\_ day of \_\_\_\_\_, 1954

FEE PAID 25¢

*Archibald R. Watson*

County Clerk and Clerk of the Supreme Court, New York County



21.  
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA. 8.50  
19 DAY March 1954 AT 2:10 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS.