REFORM TO: SALVATORE CARTA C/O THE LERNER CO. 10855 WEST DODGE RD. OMAHA, NE 68154

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800K 1055 PAGE 28

MEMORANDUM OF LEASE (Shopping Center)

THIS LEASE is made as of the <u>good</u> day of <u>December</u>, 1992, by and between MAPLE JOINT VENTURE, a Nebraska general partnership, hereinafter referred to as "Lessor", and AMERICAN DRUG STORES, INC., an Illinois corporation, hereinafter referred to as "Lessee".

In consideration of the mutual covenants and agreements herein contained, Lessor hereby leases to Lessee the land and improvements to be constructed thereon, situated in the City of Omaha, County of Douglas, State of Nebraska, designated as "Drug Store" on Exhibit A attached to that certain Lease between the parties hereto bearing even date herewith (hereinafter referred to as the "Leased Premises"), together with all appurtenances and the rights granted with respect to the Common Areas. The entire tract of land shown on such Exhibit A, of which the Leased Premises is a part, is legally described on Exhibit B hereto attached (such entire tract of land, any additions thereto and all improvements existing or constructed thereon are hereinafter referred to as the "Shopping Center") and is located at the northwest corner of 132nd Street and West Maple Road.

The term shall begin approximately November 1, 1993, and shall end approximately October 31, 2013, subject to all of the terms, conditions, provisions and covenants contained in that certain Lease between the parties hereto bearing even date herewith which are incorporated herein by reference; among such terms, conditions, provisions and covenants are the following:

Section 2.2. Options. Lessee shall have the options to four (4) successive extensions of the term of this Lease for five (5) full lease years with respect to each such option, subject to the terms, covenants and provisions of this Lease. Lessee may exercise each such option by giving Lessor written notice thereof no less than four (4) months prior to the beginning of each such period of extension. The word "term" whenever used herein shall mean the original term and any extensions thereof unless the context otherwise requires.

Section 6.1. Use. The Leased Premises may be used for any lawful retail purpose or no purpose, except the Leased Premises may not be used for the restricted uses set forth in Section 12.5. Lessor hereby grants to Lessee, its employees and invitees, without charge, the right to use in common with others entitled to similar use thereof, all of the Common Areas, and the exclusive right to use that portion of the service areas, if any, including loading and unloading facilities, designed for use with the building on the Leased Premises. Lessor shall not

grant any rights with respect to the Common Areas or permit the use thereof by any persons other than the tenants and occupants of the Shopping Center (including tenants and occupants of the Outparcels), their employees, agents and invitees. use reasonable portions of the sidewalk abutting the Leased Premises for the display and sale of merchandise (but not vending machines) with the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed Lessor agrees to cooperate with Lessee in obtaining any such permits or approvals. Lessee shall have the right to install dish antennas and other communication equipment on the rear fifty (50) feet of the roof of the Leased Premises, which antennas shall not exceed six (6) feet in height. Lessee shall use reasonable efforts to mount the antenna in a position as far to the rear of the Leased Premises as possible and shall provide reasonable screening around the antenna which reflect the aesthetics of the building; provided, however, that the exact location within such rear portion of the roof and screening shall be dependent upon the optimum line of sight with the satellite's orbit. Lessee shall be responsible for any damage to the roof of the Leased Premises which may result from the installation, operation or maintenance of the systems. Lessor shall (i) provide all of the Common Areas for such use at all shall (i) provide all of the Common Areas for such use at all times, except during reasonable periods of time required to provide necessary maintenance or repairs or, with prior notice to Lessee, during periods not to exceed 24 hours to preclude prescriptive easements (but not during the months of November or December), and shall not change the portion of the Common Areas shown cross hatched on Exhibit A (the "Key Area") in any manner without the prior written consent of Lessee and (ii) require all tenants and occupants of the Shopping Center and their employees to park their automobiles in a portion of the parking area designated for such purpose, which area shall be located in the part of the Shopping Center least likely to be used by the customers of Lessee and other tenants and occupants of the customers of Lessee and other tenants and occupants of the Shopping Center.

Section 12.4. Exclusive. Lessor covenants that no store premises, nor any part thereof, in the Shopping Center, other than the Leased Premises and each of the premises designated as "Department Store" and "Supermarket" on Exhibit A, shall be used or occupied for the operation of a prescription pharmacy. Lessor covenants that no store premises, nor any part thereof, in the Shopping Center, other than the Leased Premises and the premises designated as "Department Store" on Exhibit A, shall be used or occupied for the operation of a drugstore similar to those operated by American Drug Stores, Inc; provided, however, that the operation of the premises designated "Supermarket" on Exhibit A Which offers for sale, en-an incidental basis only, products sold in a drugstore similar to those operated by American Drug Stores, Inc. shall not be deemed a violation of

as a portion of its presentation

any exclusive granted in this Section 12.4. The foregoing covenants shall run with the land comprising the Shopping Center. In the event of a breach or threatened breach of such covenants, Lessee shall be entitled to injunctive relief and any other appropriate remedy. Notwithstanding the foregoing, in the event that Lessee, its assignees or subtenants, cease using the Leased Premises for drugstore and/or pharmacy use, and such cessation continues for a period of at least twelve (12) months without interruption, then Lessor shall be permitted to operate or lease unlimited other premises in the Shopping Center for the drugstore and/or pharmacy use, whichever has been discontinued, provided, however, that failure to use the Leased Premises for a drugstore and/or pharmacy which results from fire, casualty, strikes, lockouts or other labor disputes, suspension of licenses (provided reasonable efforts have theretofore been made to prevent such suspension of licenses) or other governmental order or regulation, war or act of God, condemnation, operation of law, or any other cause outside of the reasonable control of Lessee, its assignees or subtenants (financial inability excepted) or which occurs during any period in which Lessee, or its assignees or subtenants, have not yet been put in possession of the Leased Premises by Lessor or the Leased Premises are being built, rebuilt, altered, repaired or remodeled or the cessation of business for not more than twelve (12) months in connection with a changeover being effected by an assignment or subletting shall not be considered cessation of use hereunder.

Section 12.5. Restricted Leased Premises Uses. No more than one thousand five hundred (1,500) square feet of sales area of the Leased Premises shall be used for the sale or dispensation of wine, beer and/or liquor. No more than one thousand five hundred (1,500) square feet of sales area of the Leased Premises shall be used for the sale of food or food products. The phrase "food or food products" shall not be deemed to include candy, drugs, medicines and related products such as vitamins and mineral supplements typically sold in drugstores. The sales area used for the sale of items described above shall mean the floor area occupied by the displayed merchandise and one half of the aisle immediately adjacent thereto. The Parties further agree that no portion of the Shopping Center shall be used as a bingo or other game room, pool hall, teen club, theater or other gambling or live entertainment enterprise of any kind, warehouse operation or manufacturing or assembling operation, (provided that portions of the Leased Premises and other premises in the Shopping Center may be used for storage purposes incidental to primary use), central laundry facility, facility in which fire sales, bankruptcy sales (unless pursuant to Court Order), or auction sales are conducted, facility for the sale, leasing, display or repair of any automobiles, trucks, trailers or recreational vehicles, bowling alley, skating rink, mortuary, establishment selling or exhibiting pornographic materials, flea

market, health spa, physical therapy facility, massage parlor, tanning parlor, bar, tavern or pub, ballroom or dance hall or discotheque, facilities for the principal purpose of instruction or offices, although instruction and offices incidental to a primary use shall be permitted.

THE SUBMISSION OF THIS MEMORANDUM OF LEASE FOR EXAMINATION OR ITS NEGOTIATION OR THE NEGOTIATION OF THE TRANSACTION DESCRIBED HEREIN DOES NOT CONSTITUTE AN OFFER BY AMERICAN DRUG STORES, INC., AND THE EXECUTION OF THIS MEMORANDUM OF LEASE BY LESSOR DOES NOT CONSTITUTE A BINDING CONTRACT UNTIL SUCH TIME AS THIS MEMORANDUM OF LEASE HAS BEEN APPROVED BY THE GOVERNING REAL ESTATE COMMITTEE OF AMERICAN DRUG STORES, INC., EXECUTED BY AUTHORIZED OFFICERS OF AMERICAN DRUG STORES, INC., AND DELIVERED TO LESSOR.

IN WITNESS WHEREOF, the parties hereto have executed and affired their respective seals to this Lease as of the day and year first above written.

MAPLE JOINT VENTURE

By: LERNER MAPLE PARTNERSHIP, a Nebraska general partnership, a Partner

By: Partner

By: VENTURE-50, INC.,

a Nebraska corporation

By: Jacker Baker

Title: <u>Redefani</u>

Attest: Namy Ewileff

Title: The Rendert & Sety

LESSOR

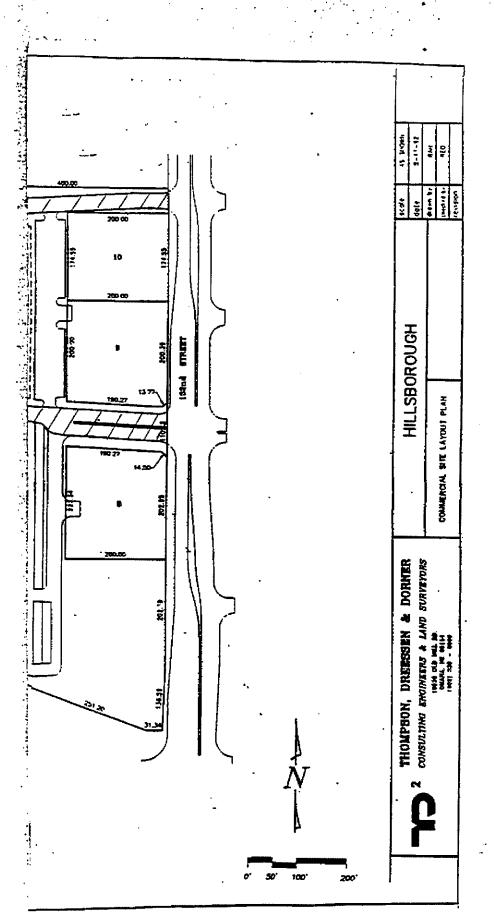
AMERICAN DRUG STORES, INC.

Vice President

AssT Secretary

LESSEE

0501x51-54



BOOK 1055 PAGE 32

BOOK 1055 PAGE 34

EXHIBIT B

LOTS 6 THRU 10, INCLUSIVE, AND LOT 12 OF HILLSBOROUGH REPLAT 1, BEING A REPLATTING OF LOTS 540 THRU 550, INCLUSIVE, HILLSBOROUGH, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

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0501<u>x</u>55

ACKNOWLEDGMENTS

STATE OF Melnaska)	•
COUNTY OF Rouglas) SS	
I, <u>Quality</u> a Notary Public in and for such County in the State aforesaid, DO HEREBY CERTIFY that personally known to me to be	
and Secretary of such corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the such instrument of writing as President and Secretary of such corporation and caused the corporate seal of such corporation to be affixed thereto, pursuant to authority given by the Board of Directors of such	·
corporation, as their free and voluntary act and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.	
Given under my hand and notarial seal this 20th day of November, 1992.	beals Otaries
My Commission expires: A SPERAL MINING SAME of Barriers ANDREAL HOOGENSPAL VALUE OF SAME OF SA	CORPORATE SEALS ELURRED MOTARIES OUT.
STATE OF Uton Po) SS	2 2 5
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such County in the State aforesaid, DO HEREBY CERTIFY that The County in the State aforesaid, DO HEREBY CERTIFY that personally known to me to be the Cic President of Many And The County of the Cic President of Many And The County of the Cic President of Many And The County of the Cic President of Many And The County of the Cic President of Many And The County of the Cic President of Many And The County of the Cic President of Many And The County of the Cic President of the Cic Presid	TABLAL TOO ES MUST
be the (Annih). Secretary of such corporation, whose names	AS: K HATTER N EXPIR
are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the such instrument of writing as President and Secretary of such corporation and caused the	ND IMASHUCH AS: NOT. OFER PRINTED HATTER. COMMISSION EXPIRES
corporate seal of such corporation to be affixed thereto, pursuant to authority given by the Board of Directors of such corporation, as their free and voluntary act and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.	REEN FOUND IN APPLIED OFFIR
Given under my hand and notarial seal this and day of DCM 1992.	EUROR EAS CANNOT BE ARE NOT AC
My Commission expires: 2-11-96 Rolling Charles	232
BARBARA L BRAY Notary Public	<u>15</u>

* NOTICE: ED

RECISTER OF DEEDS.

ACKNOWLEDGMENTS

STATE OF NESCASICA) SS COUNTY OF DUGGLAS)

I, AND A RUNC , a Notary Public in and for such County in the State aforesaid, DO HEREBY CERTIFY that TAY & LEAST , personally known to me to be the same person who executed the foregoing instrument, appeared before me this day in person and acknowledged that he/she executed the foregoing instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2013 day of NNEMOCK, 1992.

My Commission expires:

CANDICE N. BRUNS
My Comm. Exp. Nov. 30, 1994

Notary Public

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GEORGE J. BUGLEWIGZ
REGISTER OF DEEDS
DOUGLAS COUNTY

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RETURN TO: SALVATORE CARTA C/O THE LERNER CO. 10855 WEST DODGE RD... OMAHA, NE 68154

BOOK 1055 PAGE 37

Kmart #7579 CMAHA, NEBRASKA

<u>Parties</u>

THIS MEMORANDUM OF LEASE dated this 24th day of November, 1992, between MAPLE JOINT VENTURE, a Nebraska general partnership, having its principal office at the Lerner Company, 10855 West Dodge Road, Omaha, Nebraska 68154 (herein referred to as "Landlord"), and RMART CORPORATION, a Michigan corporation having its principal office at 3100 West Big Beaver Road, Troy, Michigan 48084 (herein referred to as "Tenant"),

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations and the further consideration of the rents reserved and the covenants and conditions more particularly set forth in a certain lease between Landlord and Tenant and bearing even date herewith, Landlord and Tenant do hereby covenant, promise and agree as follows:

Demised Premises

1. Landlord does demise unto Tenant and Tenant does take from Landlord for the term hereinafter provided, and any extension thereof, the following property: Tenant's completed building (designated K mart), together with site improvements to be constructed as specified in said lease by Landlord at its expense on the land described in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof, and situated in the City of Omaha, County of Douglas, State of Nebraska; said building or buildings to be in the locations and of the dimensions depicted on said Exhibit "B".

Landlord hereby gives and grants unto Tenant, in common with others entitled thereto, including Tenant's agents, employees, customers, licensees and invitees the following licenses, rights, privileges and easements: the use of parking areas, common areas (including rest rooms and other facilities, if any), roadways, sidewalks and accessways to public streets and highways indicated on said Exhibit "B", together with the use of any delivery or servicing areas adjoining Tenant's said buildings or designated as such on Exhibit "B", which areas shall be adequate for the passage, unloading and, if necessary, turning around of trailer trucks and other commercial vehicles.

Said land, completed buildings and site improvements, together with the licenses, rights, privileges and easements herein set forth, shall be hereinafter collectively referred to as the "demised premises".

Term

2. The lease term shall commence upon the date of occupancy by Tenant of said buildings, and shall terminate upon such date as shall be twenty-five (25) years from the last day of the month in which said date of occupancy by Tenant shall occur; provided, however, Tenant shall have the option to extend the lease term for ten (10) successive periods of five (5) additional years each.

Building Areas

- 3. Landlord covenants, during the period commencing with the date of execution of the aforesaid lease and ending upon the last day of the lease term and any extension or renewal thereof, that it will not erect or construct any buildings or other structures upon land described in Exhibit "A", except as shown on Exhibit "B"; provided, however, in the event that the date of occupancy by Tenant of the demised premises shall not occur prior to such date as shall be seven (7) years from the date of the aforesaid lease, then the restriction imposed by this Article shall cease and terminate and shall be of no further force or effect.
- Signs

4. The demised premises shall be referred to by only such designation as Tenant may indicate. Iandlord expressly recognizes that the service mark and trademark "Kmart" is the valid and exclusive property of Tenant, and Iandlord agrees that it shall not either during the term of this lease or thereafter directly or indirectly contest the validity of said mark "K mart",

MEMO.MST

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SECROE J. BUGLEWICZ

RECISTER OF DEEDS

SOUGLAS COUNTY, NE

or any of Tenant's registrations pertaining thereto in the United States or elsewhere, nor adopt or use said mark or any term, word, mark or designation which is in any aspect similar to the mark of Tenant. Landlord further agrees that it will not at any time do or cause to be done any act or thing directly or indirectly, contesting or in any way impairing or tending to impair any part of the Tenant's right, title and interest in the aforesaid mark, and Landlord shall not in any manner represent that it has ownership interest in the aforesaid mark or registrations therefor, and specifically acknowledges that any use thereof pursuant to this lease shall not create in Landlord any right, title or interest in the aforesaid mark.

right title or interest in the aforesaid mark.

Subject to Section 22 of the Lease,

ATenant shall have the option to erect at its sole cost and expense upon any portion of the demised premises signs of such height and other dimensions as Tenant shall determine, hearing such legend or inscription as Tenant shall determine. Tenant shall have the option to utilize the lighting standards in the parking lot for advertising purposes by attaching, or causing to be attached, signs advertising any and all products and services as Tenant shall elect.

landlord shall not permit any other signs, billboards or posters to be displayed on any portion of the demised premises.

The sole purpose of this instrument is to give notice of said lease and all its terms, covenants and conditions to the same extent as if said lease were fully set forth herein.

The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns. All covenants and agreements of this instrument and said lease shall run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate as of the day and year first above written.

WITNESSES:

MAPLE JOINT VENTURE

By: Venture-50, Inc.

President

IEPANER MAPLE PARTIEFARMERSHIP

By:

Jay F. Martier, Partner

By:

Salvadore Carta, Partner

KMART CORPORATION

Davery Wasser

By: M.l. Se

Vice President

Attest:

SSISTANT Secretary

MEMO_MST

- 2 -

ACKNOWLEDGMENTS

STATE OF Nebraska COUNTY OF Douglas

SS:

The foregoing instrument was acknowledged before me, a Notary Public, this day of location, 1992, by Jack W. Baker, President of Venture-50, Inc., a Nebraska corporation, on behalf of said corporation, as joint venture partner of Maple Joint Venture, a Nebraska joint venture, on behalf of said joint venture.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires:

A SEMERAL MOTARY/State of Materials
ANDREAC L'HOUGHNISEN
My Comm. Exp. Mer. 24, 1994

Notary Public

STATE OF Nebraska COUNTY OF Douglas

} SS:

The foregoing instrument was acknowledged before me, a Notary Public, this day of him , 1992, by Jay R. Lerner, managing partners of Lerner Maple Partnership, a Nebraska general partnership, on behalf of said general partnership, as general partner of Maple Joint Venture, a Nebraska joint venture, on behalf of said joint venture.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission ex

A GERERAL METARY-Sizze of Reference
CANDICE N. BRUNS
My COMM: Exp. Nov. 30, 1994

Notally Public

STATE OF MICHIGAN) SS:

I do hereby certify that on this 2477 day of November, 1992, before me, Janine Normana , a Notary Public in and for the County and State aforesaid, and duly commissioned, personally appeared M. L. Skiles and Alice I. Duckley , known to me to be the Vice President and Assistant Secretary of Kmart Corporation, who, being by me duly sworn, did depose and say that they reside in Rochester and Birmingham respectively; that they are the Vice President and Assistant Secretary respectively of Kmart Corporation, the corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that, on behalf of said corporation and by order of its board of directors, they signed, sealed and delivered said instrument for the uses and purposes therein set forth, as its and their free and voluntary act; and that they signed their names thereto by like order.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires: 9-18-96

Notary Public

3 - No

JANINE K. SCHUMACHER

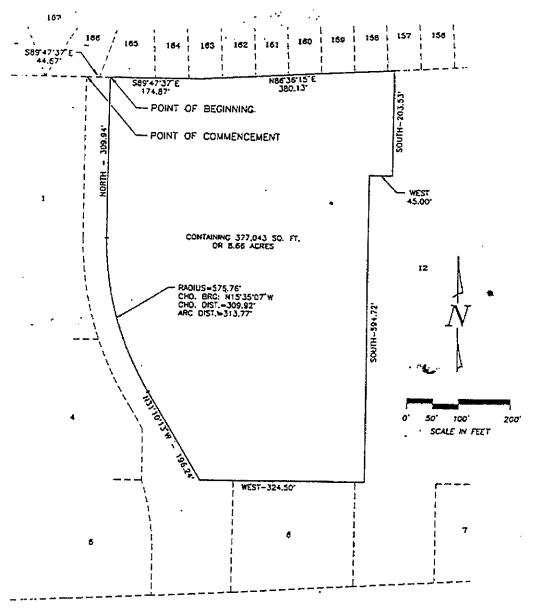
Notary Public, Oakland County, Michigau

My Commission Expires September: 18, 1996

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MEMO.MST

- J



WEST MAPLE ROAD

LEGAL DESCRIPTION:

THAT PART OF LOT 12, HILLSBOROUGH REPLAT I, A SUBDIMISION AS SURVEYED, PLATTED RECORDED IN DOUGLAS COUNTY, NEDRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NIV CORNER OF SAID LOT 12; THENCE 585 47.37°E (ASSUMED BEARING) 44.57 FEET ON THE NORTH LINE OF SAID LOT 12 TO THE POINT OF BECHNING; THENCE CONTINUING S8747'37°E 174.87 FEET ON THE NORTH LINE OF SAID LOT 12; THENCE NBS.36'15°E 380.13 FEET ON THE NORTH LINE OF SAID LOT 12; THENCE SOUTH 20.3.53 FEET: THENCE NBS.36'15°E 380.13 FEET ON THE NORTH LINE OF SAID LOT OF THE NORTH LINE OF LOT 6; SINO HILLSBOROUGH REPLAT I: THENCE WEST 324.50 FEET ON THE NORTH LINE OF SAID LOT 6 AND ITS EASTERLY AND WESTERLY EXTENSIONS; THENCE N31'10'13" 196.24 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ON A 576.76 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARNE N15'35'07"W. CHORD DISTANCE 309.92 FEET AN ARC DISTANCE OF 313.77 FEET TO A POINT OF TANCENCY; THENCE NORTH 309.94 FEET TO THE POINT OF BEGINNING. CONTAINING 377-243 SCHAREFET DE AREA APEC CONTAINS 399.94 FEET TO THE POINT OF BEGINNING. CONTAINING 377-243 SCHAREFET DE AREA APEC CONTAINS 399.94 FEET TO THE POINT OF BEGINNING. CONTAINING 377-243 SCHAREFET DE AREA APEC CONTAINS AND ASSETTED BEAR APEC CONTAINS 399.94 FEET TO THE POINT OF BEGINNING 377-243 SCHAREFET DE AREA APEC CONTAINS 399.94 FEET TO THE POINT OF BEGINNING 377-243 SCHAREFET DE AREA APEC CONTAINS 399.94 FEET TO THE POINT OF BEGINNING 377-243 SCHAREFET DE AREA APEC CONTAINS 399.94 FEET TO THE POINT OF BEGINNING 377-243 SCHAREFET DE AREA APEC CONTAINS 399.94 FEET TO THE POINT OF BEGINNING 377-243 SCHAREFET DE AREA APEC CONTAINS 399.94 FEET TO BE AREA APEC CONTAINS 399.94 FEET TO THE POINT OF BEGINNING 377-243 SCHAREFET DE AREA APEC CONTAINS 399.94 FEET DE AREA APE

Parcel "A" of EXHIBIT "A"

Page 1 of 2 pages

172-121 8-17-92

EXHIBIT A

Legal Description of Shopping Center

Lots 6, 7, 8, 9, 10, and 12 of Hillsborough Replat I, a subdivision in Douglas County, Nebraska as surveyed, platted, and recorded.

Legal Description of Outlots

Lots 6, 7, 8, 9, and 10 of Hillsborough Replat I, a subdivision in Douglas County, Nebraska as surveyed, platted, and recorded.

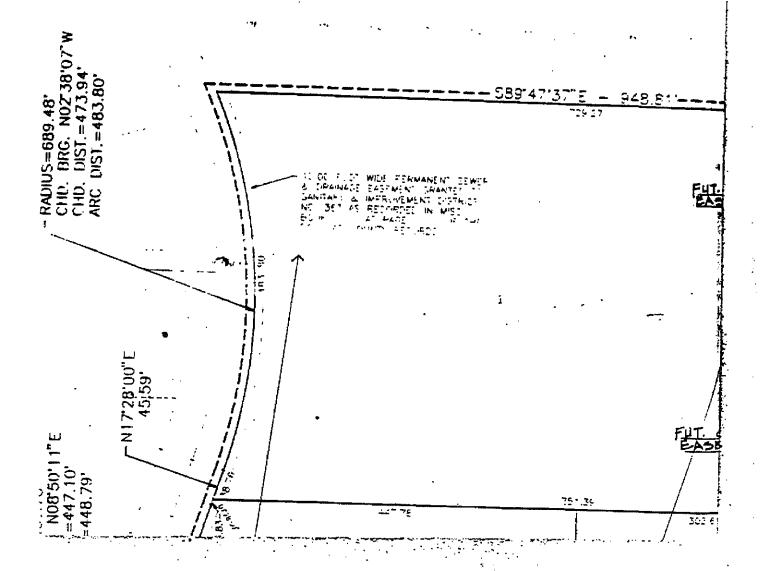
Exhibit "A"

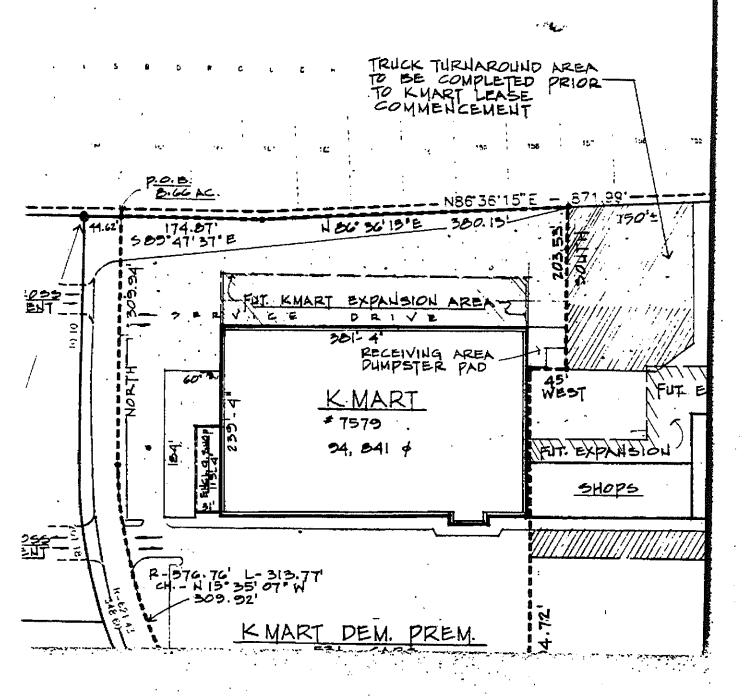
Page 2 of 2 pages



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REGISTER OF DEEDS.



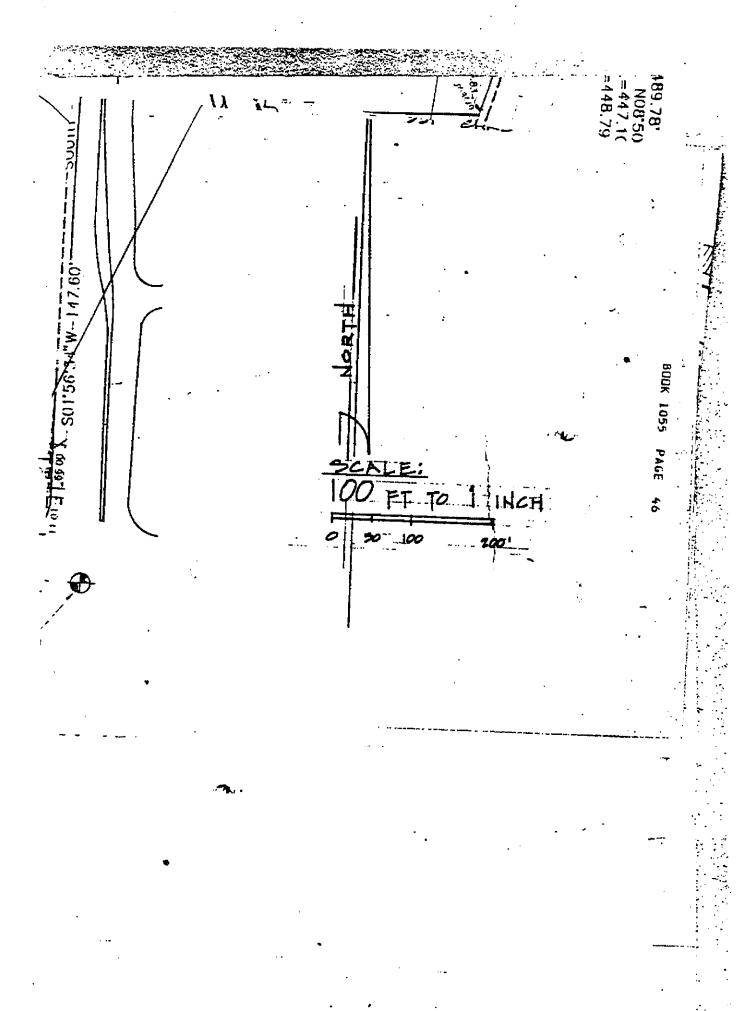


STORE No. 7579 N-W CORNER OF WEST MAPLE RD. AND 132 nd STREET OMAHA, NEBRASKA

EXHIBIT B PATE: SEPT. 4, 1992

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