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File No. 12327

WHEN RECORDED, PLEASE RETURN TO:
 Joseph Polack, Esq.
 Polack, Woolley & Forrest, P.C.
 420 First National Plaza
 11404 West Dodge Road
 Omaha, NE 68154
 (402) 496-9600

RECEIVED
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 GEORGE J. BUGLEWICZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NE

CONSENT

WHEREAS, the undersigned, MAPLE JOINT VENTURE, a Nebraska joint venture (the "Undersigned"), is the owner of the following described property:

Lot 12, Hillsborough Replat I, a Subdivision, as surveyed, platted and recorded, Douglas County, Nebraska; and

WHEREAS, under date of November 20, 1992, the Undersigned executed an instrument entitled "ECR Declaration" covering the following described property:

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

which was recorded December 31, 1992, in Miscellaneous Record Book 1051 at Page 602 in the Office of Register of Deeds of Douglas County, Nebraska; and

WHEREAS, Scott M. King and Kay King, as tenants in common, have acquired, or intend to acquire, the following described property:

Lot 6, Hillsborough Replat I, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded,

upon which they intend to construct, or cause to be constructed, a Wendy's Old Fashioned Hamburgers Restaurant substantially in accordance with Plan No. CG3490, dated April 27, 1992; and

WHEREAS, Scott M. King and Kay King have requested that the Undersigned acknowledge and affirm that the 2,500 square foot gross leasable area limitation in Paragraph 4 of the ECR Declaration applies only to Provision (vii) (b) of Paragraph 4 and not to Provision (vii) (a) thereof and that the only limitation of the ECR Declaration intended to apply to the gross leasable area of any building constructed on Lot 6, including the proposed Wendy's Old Fashioned Hamburgers Restaurant, is found in Paragraph 5.3.

NOW, THEREFORE, in consideration of the premises above set forth, the Undersigned does hereby consent and agree that the only limitation pertaining to gross leasable area of any building to be constructed on Lot 6, Hillsborough Replat I, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, is the 5,000 square foot limitation found in Paragraph 5.3 of the ECR Declaration.

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 REC 1350 MAN 576 MC - 10531
 MC - 10531
 REC 1350

PLEASE RETURN TO:

SAL CARTA

C/O THE LERNER COMPANY

10855 W. DODGE RD. 68154

BOOK 1060 PAGE 487

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made as of the 12th day of February, 1993, by and between AMERICAN DRUG STORES, INC., formerly known as Osco Drug, Inc., an Illinois corporation, 2100 Swift Drive, Oak Brook, Illinois 60521, hereinafter referred to as "Lessee", and FIRST NATIONAL BANK OF OMAHA, a national banking association, One First National Center, Omaha, Nebraska 68102, hereinafter referred to as "Lender".

R E C I T A L S

WHEREAS, by Lease dated December 22, 1992, hereinafter referred to as the "Lease", Maple Joint Venture, hereinafter referred to as "Lessor", leased to Lessee certain land and improvements, hereinafter referred to as the "Leased Premises", together with all appurtenances and rights granted with respect to the Common Areas, located in the Shopping Center situated on that certain parcel of land legally described on Exhibit A hereto and located in the City of Omaha, County of Douglas and State of Nebraska, hereinafter referred to as the "Shopping Center", such Leased Premises being more particularly described in such Lease, for an original term of twenty (20) lease years, with options of four (4) successive extensions of the term for five (5) lease years with respect to each such option;

WHEREAS, Lender is the Trustee and Beneficiary under that certain Deed of Trust, Security Agreement and Assignment of Rents dated June 29, 1990, recorded June 29, 1990, in Mortgage Record Book 3507 at Page 394 in the Office of the Register of Deeds of Douglas County, Nebraska, hereinafter referred to as the "Deed of Trust", which Deed of Trust constitutes a lien against the Shopping Center; and

WHEREAS, Lender is the beneficiary of the Deed of Trust; and

WHEREAS, the parties have agreed to the continuation of such Lease in the event of a default under the Deed of Trust under the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) paid in hand by each of the parties hereto to the other, receipt and sufficiency of which is hereby acknowledged, and for and in consideration of the mutual covenants herein made, the parties agree as follows:

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DOUGLAS COUNTY, NE

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1. Lender agrees with Lessee that, so long as no default exists (or if Lessee is in default, Lessee's time to cure such default shall not have expired), the Lease shall not be terminated, nor shall Lessee's use, possession or enjoyment of the Leased Premises be interfered with, nor shall the leasehold estate granted by the Lease be affected in any other manner, in any foreclosure or any action or proceeding instituted under or in connection with the Deed of Trust or in case the Lender takes possession of the encumbered property pursuant to any provisions of the Deed of Trust.

2. Lessee and Lender agree that if the interest of Lessor in the Leased Premises shall be transferred by reason of foreclosure, Lessee shall be bound to the purchaser at the foreclosure sale, hereinafter referred to as the "Purchaser", and Purchaser, including Lender if it is the Purchaser, shall be bound to Lessee under all the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Purchaser were the landlord under the Lease, and Lessee does hereby attorn to Purchaser, including Lender if it is the Purchaser, as its landlord. The respective rights and obligations of Lessee and Purchaser upon such attornment, to the extent of the remaining balance of the term of the Lease, and any extensions and renewals, shall be and are the same as set forth in the Lease, including subsequent amendments thereof, except that Purchaser shall not be bound by any amendment which provides for a decrease in rent, a change in term or termination of the Lease, including a change in optional extensions thereof, an option to purchase, or a change in size of the Leased Premises, unless such amendment has been approved in writing by Lender, not to be unreasonably withheld or delayed.

3. Lessee agrees that in the event of a default by the Lessor under any of the terms and conditions of the Lease, Lessee, at the same time notice thereof is given to Lessor, will notify Lender at the address above indicated. It is further agreed that such notice will be given to any successor in interest of the Lender, as Beneficiary, in such Deed of Trust, provided that prior to any such default of the Lessor such successor in interest shall have given written notice to the Lessee of its acquisition of the Beneficiary's interest therein, and designated the address to which such notice is to be

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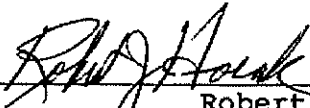
directed. Lender, as Beneficiary, or its successor, shall have the right, but not the obligation, to remedy such default during the same period of time as may be provided in the Lease for Lessor to remedy such default.


4. Lessee agrees that it will not, without Lender's prior written consent, pay any basic rent more than thirty (30) days in advance of its due date, except as otherwise specifically provided in the Lease. The agreements herein contained shall bind and inure to the benefit of the successors in interest of the parties hereto and, without limiting such, the agreements of Lender shall specifically be binding upon the Trustee and any purchaser of such property at a sale foreclosing the lien of such Deed of Trust.

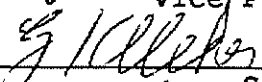
IN WITNESS WHEREOF, the parties hereto have caused the execution hereof as of the day and date first above written.

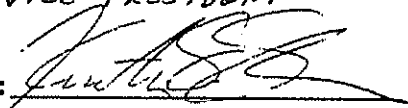
FIRST NATIONAL BANK OF OMAHA

AMERICAN DRUG STORES, INC.

By: 
Robert J. Horak
Vice President

By: 
VICE PRESIDENT

Attest: 
Asst. Secretary
CASHIER

Witness: 

LENDER

LESSEE

(Seal)

(Seal)



EXHIBIT A

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.

FNBO\Maple.naa

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ACKNOWLEDGMENTS

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

I, Tracy Urbanek, a Notary Public in and for such County in the State aforesaid, DO HEREBY CERTIFY that Robert J. Horak, personally known to me to be the Vice President of FIRST NATIONAL BANK OF OMAHA, and EDWARD J. KELLNER, personally known to me to be the Asst. Cashier 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 Vice President and Asst. Cashier 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 24th day of February, 1993.

My Commission expires:



Tracy Urbanek
Notary Public

STATE OF Illinois)
) SS
COUNTY OF DeWitt)

I, Janice E. Martin, a Notary Public in and for such County in the State aforesaid, DO HEREBY CERTIFY that David Hillis * and Kenneth S. Shivers, personally known to me to be the same persons who executed the foregoing instrument, appeared before me this day in person and acknowledged that they executed the foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

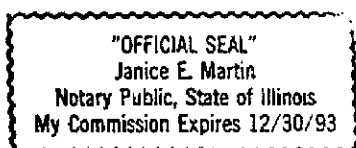
* Vice President, American Drug Stores, Inc.

Given under my hand and notarial seal this 12th day of February, 1993.

My Commission expires:

12-30-93

Janice E. Martin
Notary Public



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