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MISC 1988 19383

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Memorandum of Lease

By this lease, made in triplicate the 25th day of OCTOBER, 1988, between Q CENTRE LIMITED, A NEBRASKA LIMITED PARTNERSHIP, hereinafter called "Landlord," and WALGREEN CO., an Illinois corporation, hereinafter called "Tenant";

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for the term commencing January 1, 1989, and continuing to and including December 31, 2028, subject to prior termination as hereinafter provided, the premises located in the City of Omaha, State of Nebraska, known as No. _____ Q Street, to include not less than 100 feet of frontage facing Q Street, and not less than 120 feet of depth, being a rectangular area containing 12,000 square feet on the first floor, as shown within the area outlined in red and indicated as "Walgreens" on the plan attached hereto and made part hereof and indicated as Exhibit "A," hereinafter referred to as the "Leased Premises," in the one-story building to be completed by Landlord, and together with all improvements, appurtenances, easements and privileges belonging thereto, being part of Community Shopping Center located at the southwest corner of 96th Street and Q Street, as legally described in Exhibit "B" hereto attached and made a part hereof and as located within the area outlined in blue on said attached Exhibit "A," hereinafter referred to as the "Shopping Center."

Tenant shall pay rent of One Dollar (\$1.00) per year.

Provisions for further and 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 another lease bearing even date herewith, between the parties hereto, and all of said provisions, terms, covenants and conditions are, by reference thereto, hereby incorporated in and made a part of this lease.

Said lease contains, among others, the following provisions:

PARKING

It is an express condition of this lease that at all times during the term of this lease, Landlord shall provide, maintain, repair, adequately light when necessary during Tenant's business hours, clean, promptly remove snow and ice from, supervise and keep available the Parking Areas as shown within the area outlined in blue on said attached Exhibit "A" (which Parking Areas shall provide for the parking of at least 500 automobiles), and also adequate common areas, service and receiving areas, pedestrian malls, sidewalks, curbs, roadways and other facilities appurtenant thereto. Said Parking Areas shall be for the free and exclusive use of customers, invitees and employees of Tenant and of other occupants of said Shopping Center. There shall be no changes in the grade elevations in the Parking Areas which exceed five percent (5%), and such Parking Areas shall be suitably paved and drained. There shall be no steps or ramps in the sidewalks shown on said attached Exhibit "A." No buildings or other structures shall be erected within the areas shown outlined in blue on said attached Exhibit "A" except as indicated thereon. Said Parking Areas shall have automobile entrances and exits from and to adjacent streets and roads,

(This instrument prepared by Michael E. Ross, 200 Wilmot Road, Deerfield, Illinois)

RETURN DOCUMENT TO:
Mary N. Butler - Law Dept.
Walgreens
200 Wilmot Road
Deerfield, IL 60015

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which said entrances and exits shall be of such size and at such locations as are shown on said attached Exhibit "A." Automobile traffic aisles in said Parking Areas shall run in directions shown on said attached Exhibit "A." Notwithstanding the above, Landlord may erect a one-story building, not to exceed twenty-five (25) feet in height, on each of the outparcels fronting "Q" Street, shown as "Buildable Area" on the attached plan; provided, however, said outparcels must contain a ratio of at least five (5) parking spaces per 1,000 square feet of building area. There shall be no limits on the "Buildable Area" fronting Park Drive.

EXCLUSIVES

Landlord covenants and agrees that, during the continuance of this lease, no other portion of the property located within the area outlined in blue on said attached Exhibit "A" will be used for 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 for a fee or remuneration of any kind, whether direct or indirect. In addition, no other portion of the property located within the area outlined in blue on said attached Exhibit "A" will be used for the operation of a business the principal portion of which is the sale of so-called health and beauty aids and drug sundries or which contains more than 1,000 square feet devoted to the sale of so-called health and beauty aids. This provision shall also apply to any additional property which Landlord, directly or indirectly, may now or hereafter own or control, and which may be adjacent to the Shopping Center. The provisions of this Article shall not apply to HyVee Food Stores, Inc. or an assignee or subtenant operating a super food store in the premises indicated as "HyVee" on said attached Exhibit "A."

This Memorandum of Lease is made and executed by the parties hereto for the purpose of recording the same in the Official Record of Douglas County, Nebraska, and is subject, in each and every respect, to the rents and other terms, covenants and conditions of the aforesaid lease bearing even date herewith between the parties hereto, and this lease is executed and delivered with the understanding and agreement that the same shall not in any form whatsoever alter, modify or vary the rents, other terms, covenants and conditions of the aforesaid other lease bearing even date herewith between the parties hereto.

This instrument shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the

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respective parties, and all covenants, conditions and agreements herein contained shall be construed as covenants running with the land.

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

RA WALGREEN CO.

Q CENTRE LIMITED
A NEBRASKA LIMITED PARTNERSHIP

ms

By *William A. Smith*
Vice President

By *[Signature]*
Q Center, Inc., General
Partner, Its Vice President

Attest:
Julian A. DeLong
Asst. Secretary

Attest:
[Signature]
Assistant Secretary

Witnesses:

W.A. Montgomery Jr.
Ben Smith

Witnesses:

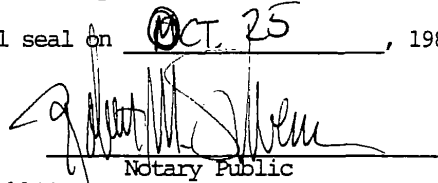
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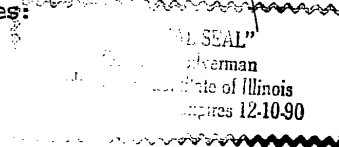
STATE OF)
) ss
 COUNTY OF)

Before me, a notary public qualified for said county, personally came William A. Shiel, Vice President of WALGREEN CO., an Illinois corporation, known to me to be the Vice President and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on OCT. 25, 1988.


 Notary Public

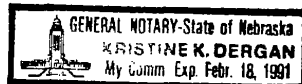
My commission expires:



STATE OF Nebraska)
) ss
 COUNTY OF Douglas)

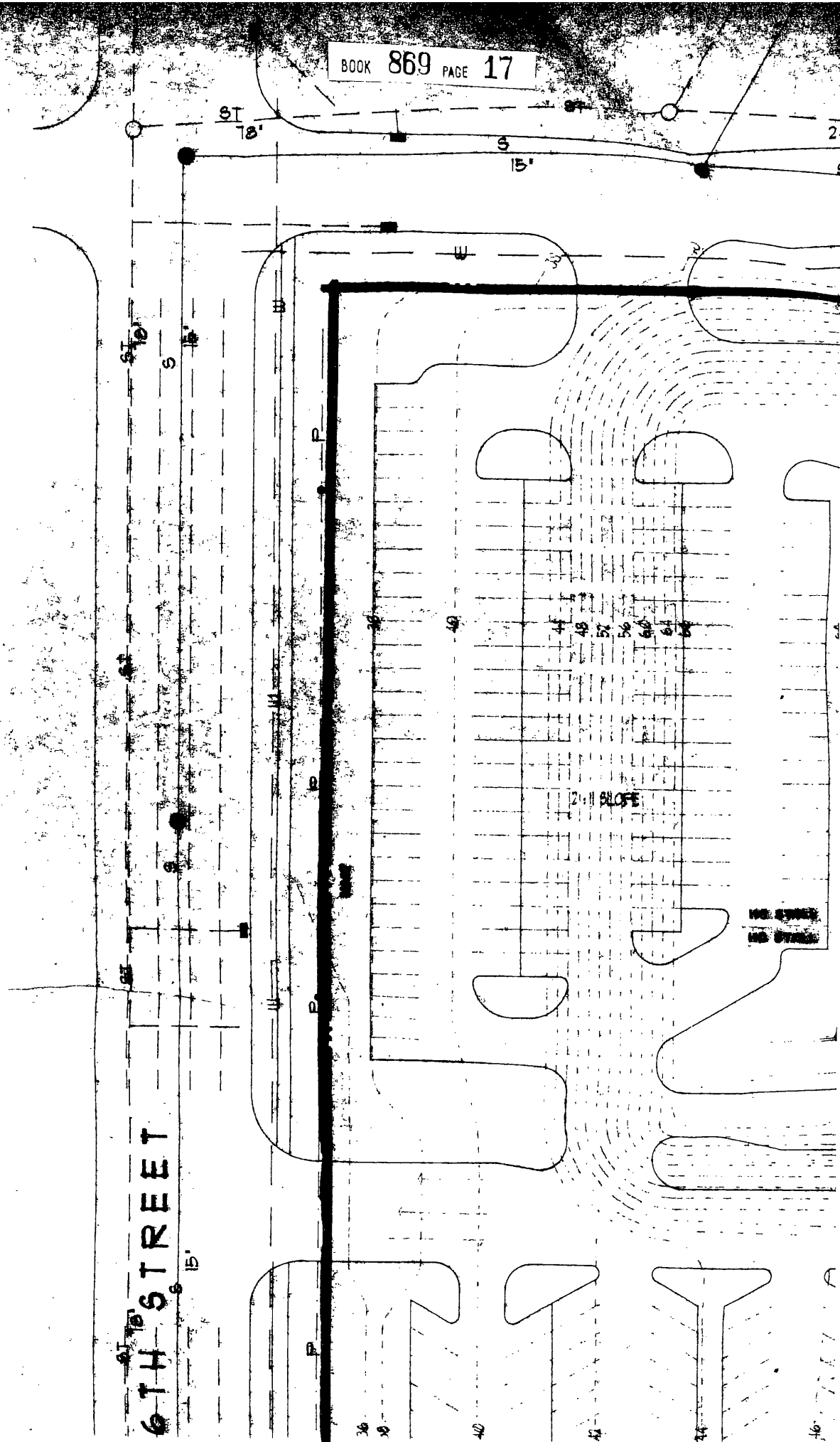
Before me, a notary public qualified for said county, personally came Christopher R. Held, Vice President of Q CENTRE, INC., A Nebraska Corporation, as General Partner of Q CENTRE LIMITED, A NEBRASKA LIMITED PARTNERSHIP known to me to be the Vice President and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on October 14, 1988.




 Notary Public

My commission expires:



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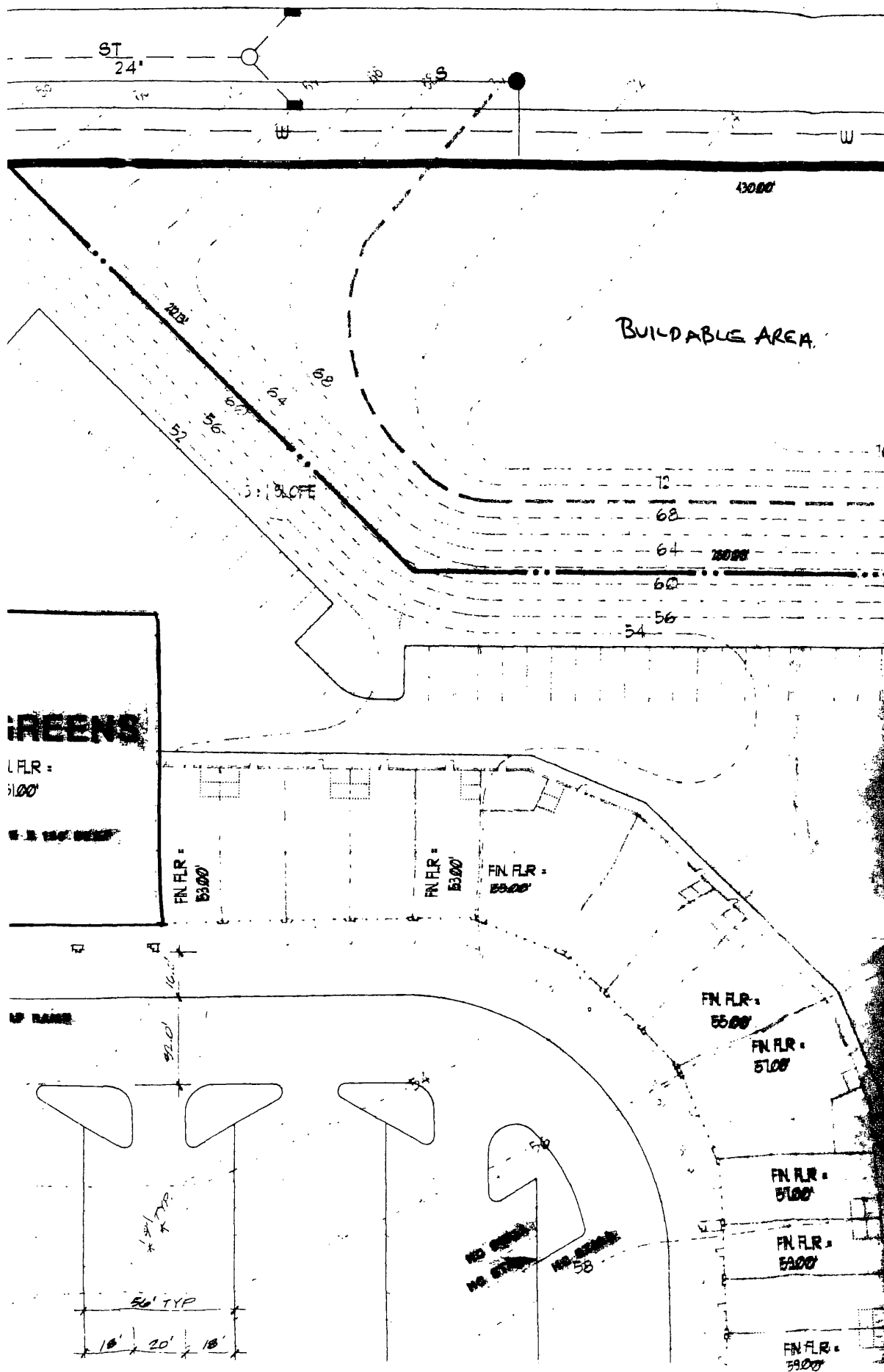
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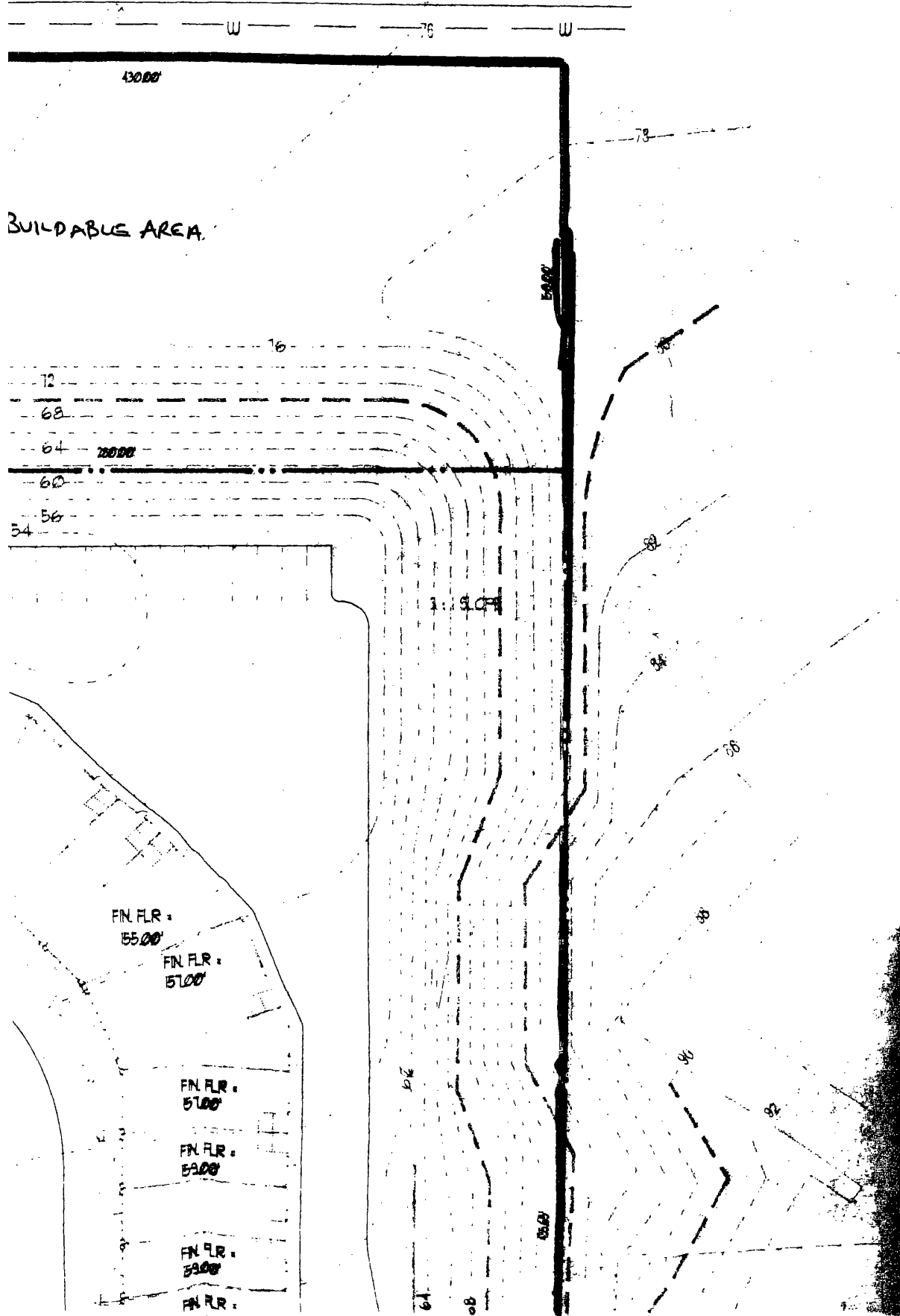
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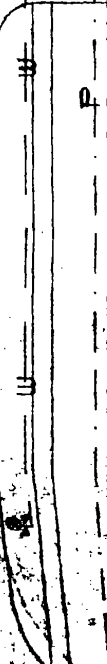
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96TH STREET

ST 18'

ST 24'

ST 24'



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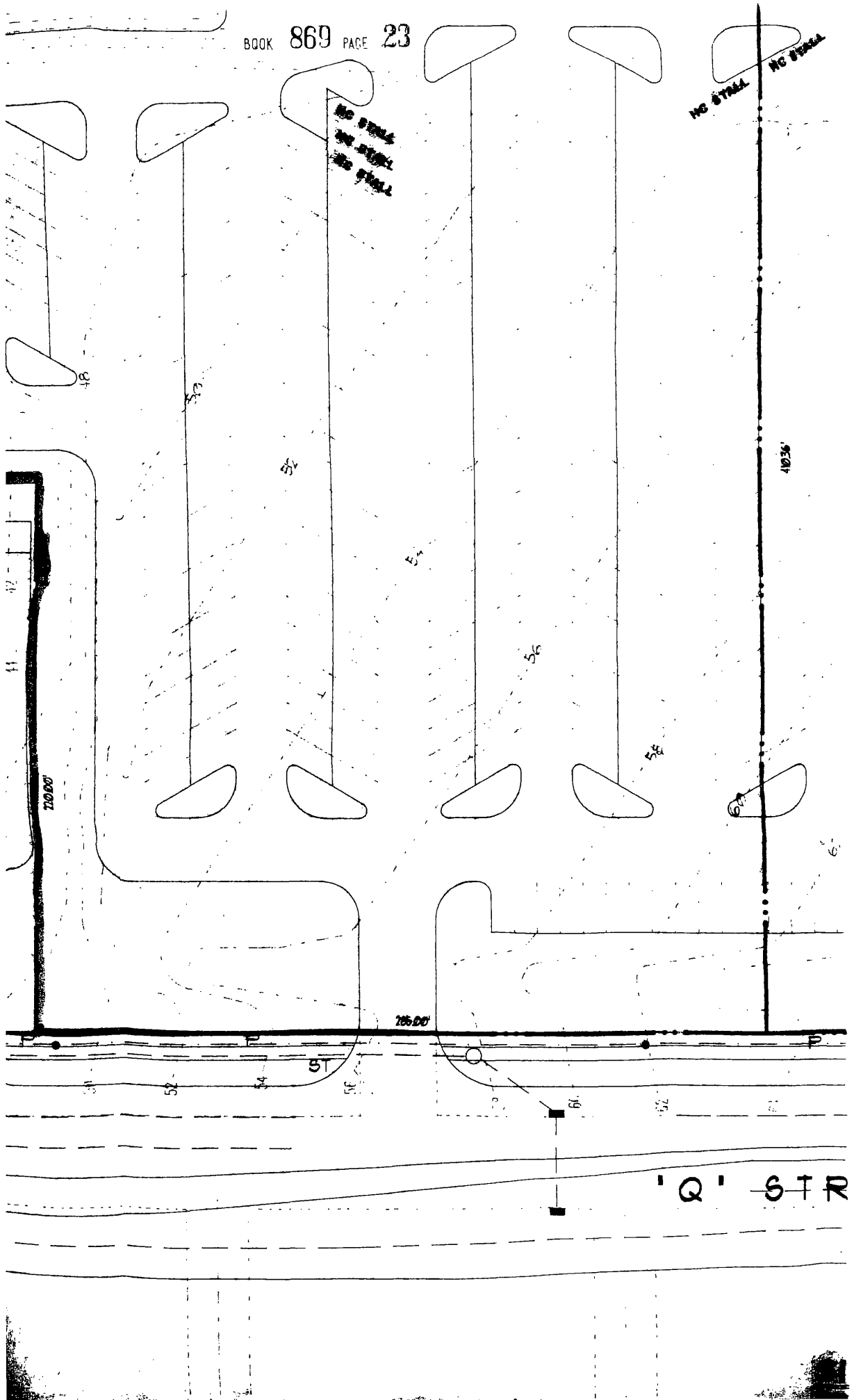
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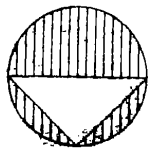
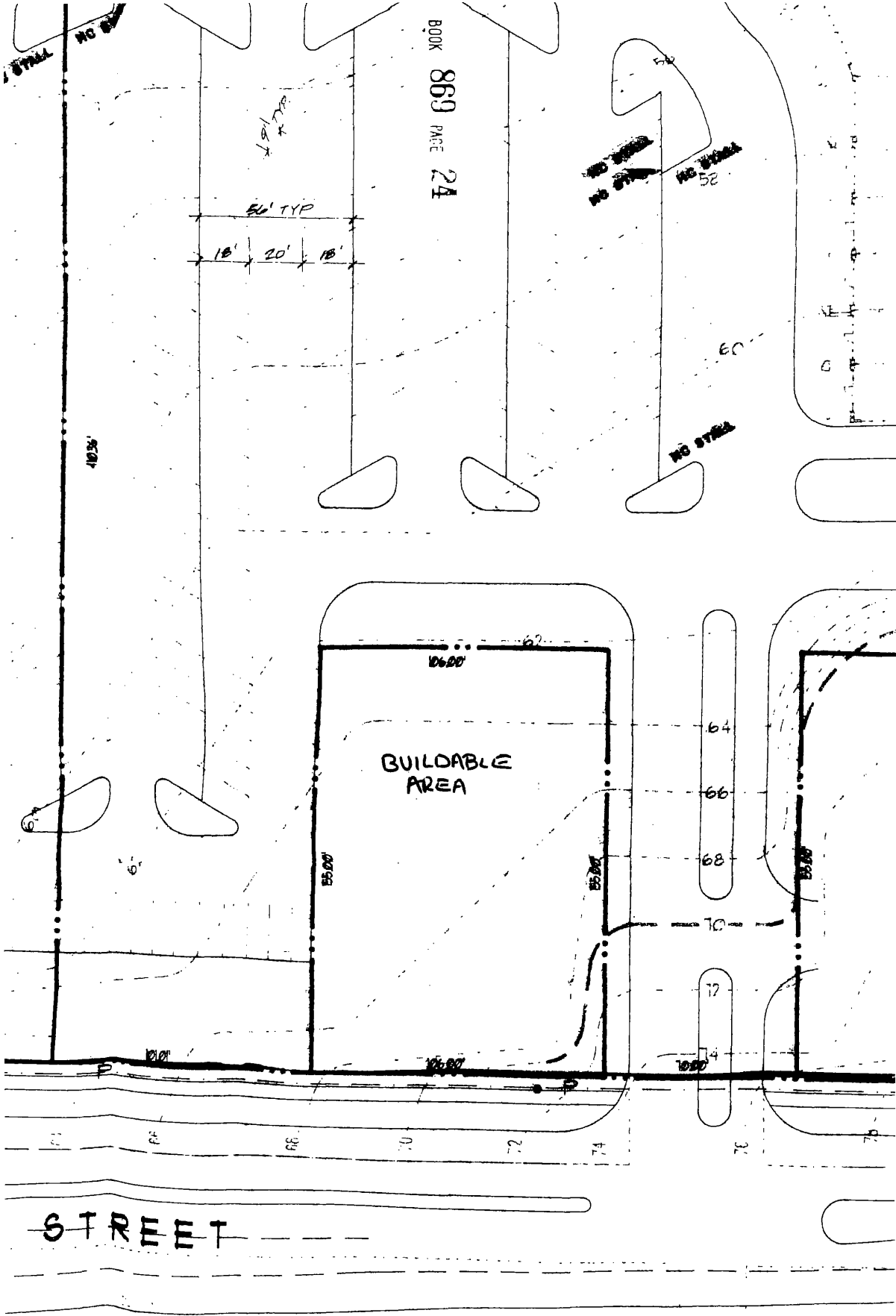
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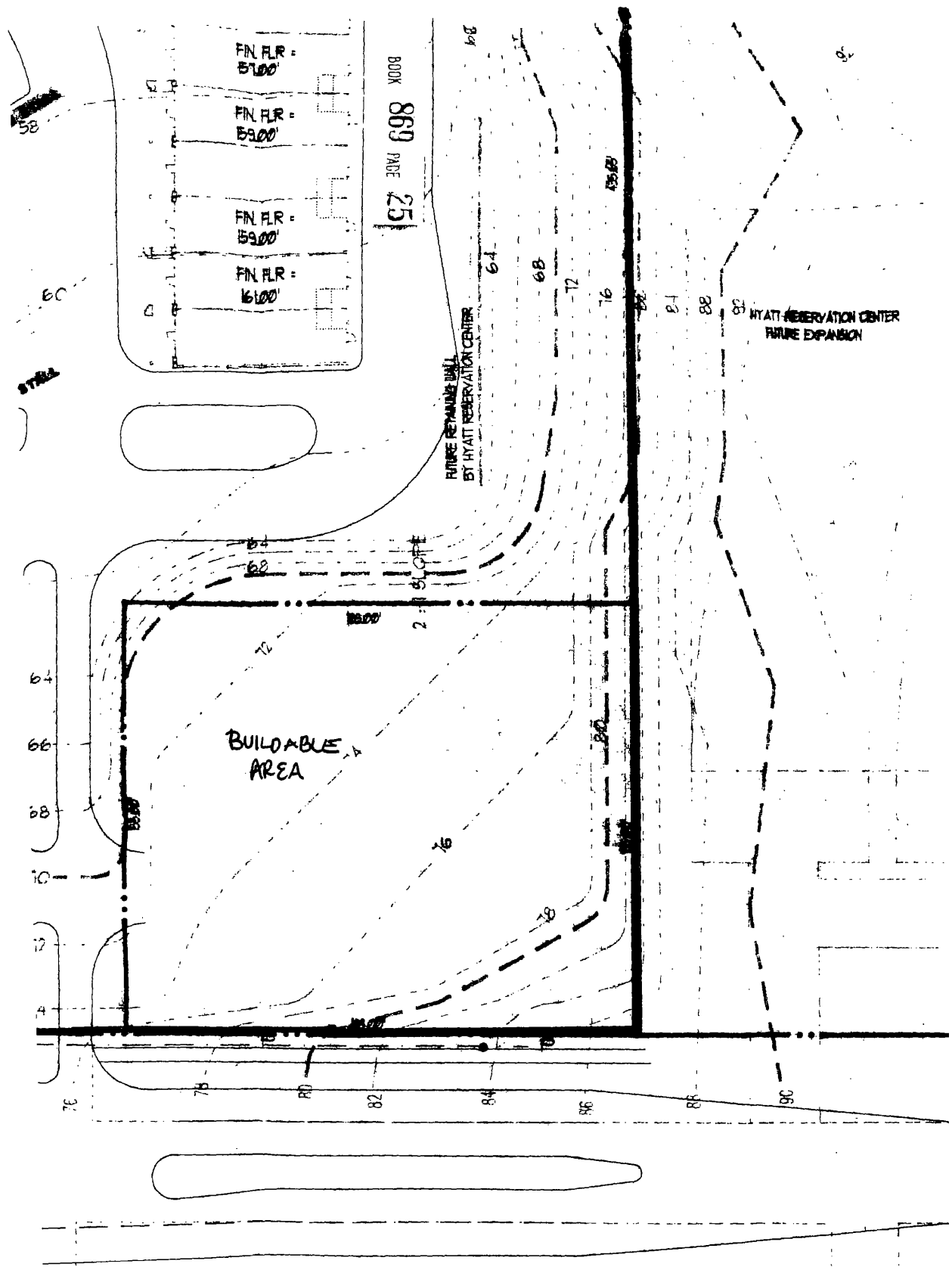
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SITE PLAN



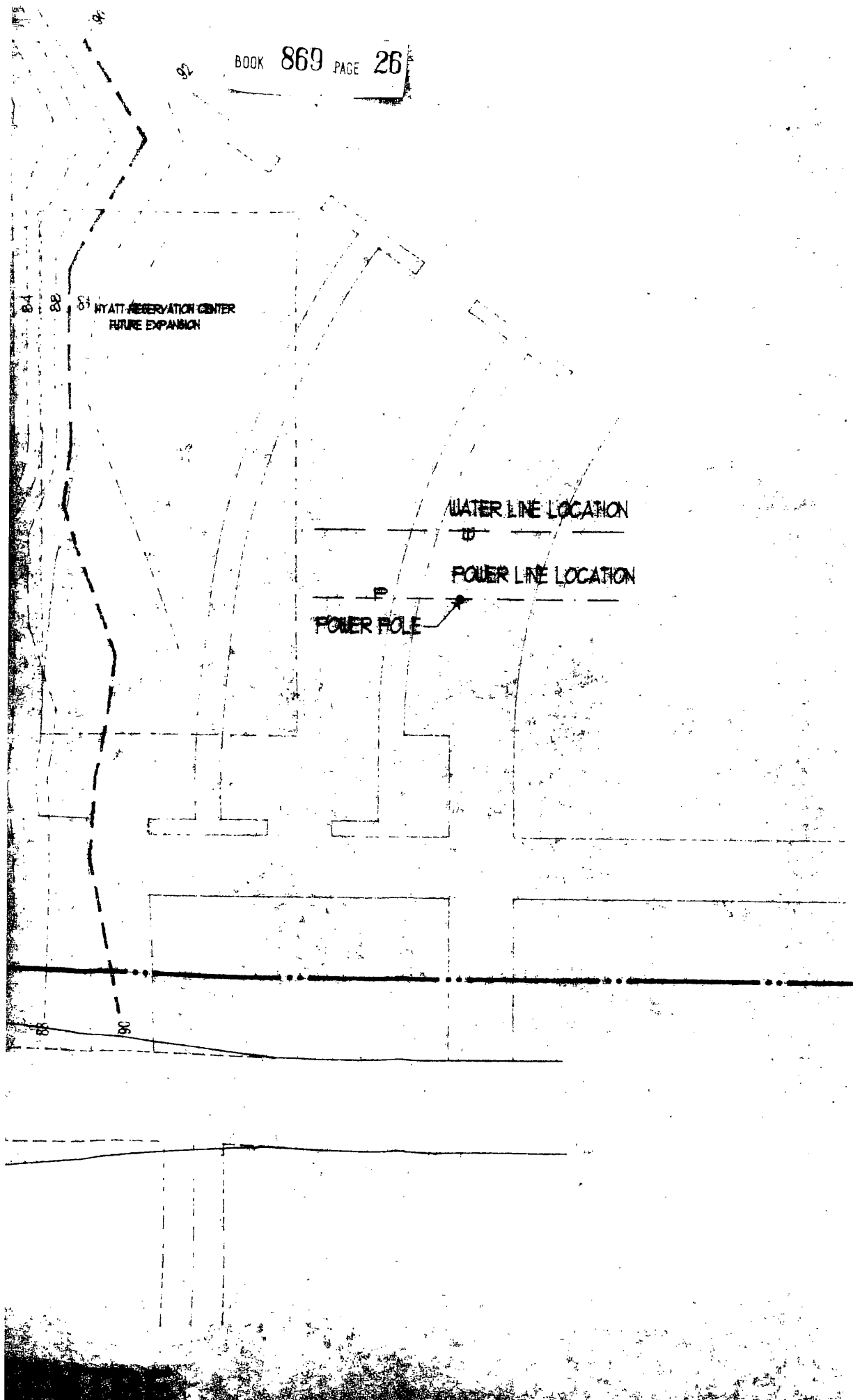
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BUILDABLE AREA

FUTURE REMAINING UNIT
BY HYATT RESERVATION CENTER

HYATT RESERVATION CENTER
FUTURE EXPANSION

APPLEWOOD CENTRE



LEGAL DESCRIPTION
SHOPPING CENTER SITE

THAT PART OF LOT 35, APPLEWOOD, AN ADDITION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 35; THENCE NORTH 89°54'50" WEST ALONG THE SOUTH LINE OF SAID LOT 35, 945.00 FEET TO A POINT; THENCE NORTH 00°05'10" EAST, 740.76 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 35; THENCE SOUTH 89°52'56" EAST ALONG SAID NORTH LINE, 745.13 FEET TO A POINT; THENCE SOUTH 00°05'19" WEST, 220.07 FEET (220.00 FEET DEED DISTANCE, BOOK 1647, PAGE 112); THENCE SOUTH 89°52'06" EAST, 200.02 FEET (200.00 FEET DEED DISTANCE), TO THE EAST LINE OF SAID LOT 35; THENCE SOUTH 00°06'05" WEST. 520.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 655,817 SQUARE FEET (15.05 ACRES) MORE OR LESS.

EXHIBIT "B"

7-21-88
1084 SK
DIAL
MKA

MIKE KAUSS & ASSOCIATES, INC.
SURVEYORS & CONSULTANTS
11902 ELM STREET, SUITE 5
OMAHA, NE 68144