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 Register of Deeds, Douglas County, NE  
 11/7/2014 10:55:47.15



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THIS PAGE INCLUDED FOR INDEXING  
 PAGE DOWN FOR BALANCE OF INSTRUMENT

RETURN TO: See attached address

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\_\_\_\_\_

CHECK NUMBER

0011497752 + 0011507869

RETURN RECORDED DOCUMENT TO:

WALGREEN CO.  
Community & Real Estate Law Dept.  
104 Wilmot Road, 2<sup>nd</sup> Floor  
MS #1420  
Deerfield, Illinois 60015  
Attn: ~~Mary Ellen Hanrahan~~ – Store #16270

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**MEMORANDUM OF LEASE**

This Memorandum of Lease (“Memorandum”) is made the 20<sup>th</sup> day of October, 2014, by and between DODGE PROPERTIES LLC, a Nebraska limited liability company, hereinafter called “Landlord,” and WALGREEN CO., an Illinois corporation, hereinafter called “Tenant.”

Pursuant to a lease of even date herewith (the "Lease"), Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for a term of twenty (20) years, and subject to prior termination as hereinafter provided, the premises consisting of approximately 2,768 square feet as shown on the space plan attached hereto as **Exhibit "A-1"** (the “Leased Premises”) and together with all improvements, appurtenances, easements and privileges belonging thereto in the building located at 240 South 77<sup>th</sup> St., Omaha, NE, as shown as “Building B” on the site plan (“Site Plan”) attached hereto and made a part hereof as **Exhibit "A-2"** (the “Building”). The legal description of the real property containing the Building is attached hereto as **Exhibit "B"** (“Landlord’s Property”).

For purposes of this Memorandum, Tenant shall pay a rent of One Dollar (\$1.00) per year.

Said Lease bearing even date herewith and between the parties hereto contains, among others, the following provisions:

**COMMON AREAS / OPERATING EXPENSES (Article 7)**

*“(a) Tenant, its agents, employees and customers shall have the non-exclusive right to use the Common Areas (as defined herein) in common with occupants of the Building and other buildings within Landlord’s Property. For purposes of this Lease, “Common Areas” shall be defined as those areas and facilities which may be furnished from time to time by Landlord or others in or near the Building and other buildings within Landlord’s Property for the non-exclusive general common use of all tenants and other occupants of the Building and other buildings within Landlord’s Property and their agents, employees and customers and shall include, without limitation, the parking areas as shown on the site plan attached hereto as **Exhibit "A-2"** (the “Parking Areas”), which Parking Areas shall provide for the parking of at least the number of automobiles required under applicable law, and*

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*also adequate service and receiving areas, sidewalks, curbs, roadways and other facilities appurtenant thereto. Said Common Areas, including without limitation, the Parking Areas, shall be for the free and exclusive use of customers, invitees and employees of Tenant and other occupants of said Building and other buildings within Landlord's Property. During the Term of this Lease, Tenant's non-exclusive right to use the Common Areas shall be irrevocable.*

*Landlord hereby warrants and covenants to Tenant that Landlord shall not make any changes to the Site Plan that would prevent, or materially impair or restrict (i) Tenant's use of the Leased Premises, or (ii) Tenant's exercise or enjoyment of any rights or benefits granted to Tenant hereunder, or which would prevent, or materially impair or restrict Landlord's ability to strictly comply with or enforce its obligations under this Lease.*

*(b) Landlord, subject to reimbursement as set forth in subsections (c) – (f) below, shall cause the Common Areas to be operated and maintained in a commercially reasonable and appropriate manner consistent with the appropriate operation of a commercial building, including insuring, maintaining, repairing, replacing, adequately lighting when necessary during Tenant's business hours and for sixty (60) minutes thereafter, cleaning, supervising, providing security for, and keeping available all of the Common Areas. In the event that Tenant remains open for business during hours or days that all or some of the other occupants of the Building or other buildings within Landlord's Property are not also open for business, Landlord shall nonetheless provide all of the services described in this Article 7 during such hours and days, including, but not limited to, the illumination of the Common Areas."*

#### EXCLUSIVES (Article 8)

*“(a) Landlord covenants and agrees that, during the Term and any extensions or renewals thereof, neither all nor any portion of the Building, Buildings “A” and “C” on the Site Plan, Landlord's Property, or any additional property which Landlord, directly or indirectly, may now or hereafter own or control, which is contiguous to Landlord's Property, 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, directly or indirectly, for a fee or remuneration of any kind. In the event that Tenant files suit against any party to enforce the foregoing restrictions, Landlord agrees to cooperate fully with Tenant in the prosecution of any such suit, and reimburse Tenant for all of attorneys' fees and court costs incurred by Tenant in connection with such suit, notwithstanding its resolution. Notwithstanding the foregoing, this restriction set forth in this Article 8, as it applies to medicinal drugs, shall not apply to physicians who provide sample doses of medicinal drugs to their patients during office visits, without fee or remuneration for such samples, or to physicians who administer medicinal drugs to their patients during office visits whether or not any fee or remuneration is received therefor.*

*For purposes hereof “contiguous” shall mean property that is either adjoining the Leased Premises or separated from the Leased Premises only by a public or private street, alley or right-of-way.”*

TITLE AND POSSESSION (Article 18)

*“(a) Landlord shall not grant any consent, cast a vote nor take any other affirmative action which would permit or cause (or could be reasonably anticipated to permit or cause) (1) the violation of the violation of any of the covenants or agreements contained in this Lease, (2) the elimination of any rights granted to Tenant in this Lease, (3) the increase in obligations of Tenant under this Lease, or (4) the impairment of Tenant’s quiet enjoyment of the Leased Premises. Furthermore, Landlord shall not, without Tenant’s express written consent to be given, conditioned or denied in Tenant’s sole discretion, grant to any party any easements or other rights as to the Leased Premises (such as, for example, parking easement rights over the eased Premises) or impose upon the Leased Premises any restrictions, or otherwise take any action whose effect would be either to impair, diminish or otherwise modify Tenant’s rights granted herein and Tenant’s quiet enjoyment of the Leased Premises.”*

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. Capitalized terms not defined in this Memorandum are defined in the Lease.

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 is made and executed by the parties hereto for the purpose of recording the same in the office of the public records of Douglas County, Nebraska, and is subject in each and every respect, to the rents and other terms, covenants and conditions of the Lease and this Memorandum 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.

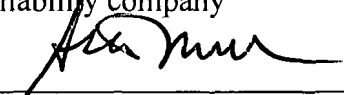
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IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, under seal, as of the day and year first above written.

LANDLORD

Dodge Properties, LLC, a Nebraska limited liability company

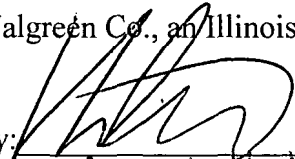
By:   
Sean Mullen, Manager

WITNESSES:

Brenda Woltemath  
Brenda Woltemath

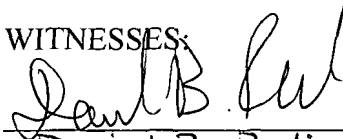
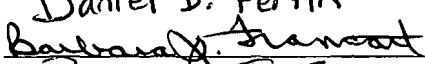
TENANT:

Walgreen Co., an Illinois corporation

By:   
Name: Richard V. Steiner

Title: Director, Community & Real Estate Law  
Director, Community & Real Estate Law

WITNESSES:

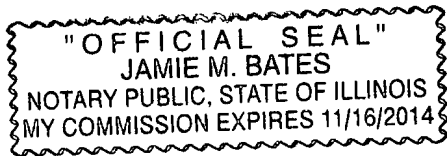
  
Daniel B. Perlman  
  
Barbara J. Francart



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

Before me, a notary public qualified for said county, personally came RICHARD N. STEINER,  
~~DIRECTOR~~ of WALGREEN CO., an Illinois corporation, known to me to be the  
~~DIRECTOR~~ 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 AUGUST 18, 2014.



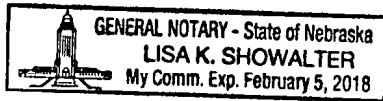
Jamie M. Bates  
Notary Public

My commission expires 11-16, 2014.

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF Douglas )

Before me, a notary public qualified for said county, personally came Sean Mullin (Sean Mullin), Manager  
of DODGE PROPERTIES LLC, a Nebraska limited liability company, known to me to be the Manager  
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 limited liability company and that  
its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on August 20, 2014.



Lisa K. Showalter  
Notary Public

My commission expires 2-5-2018, 2014.

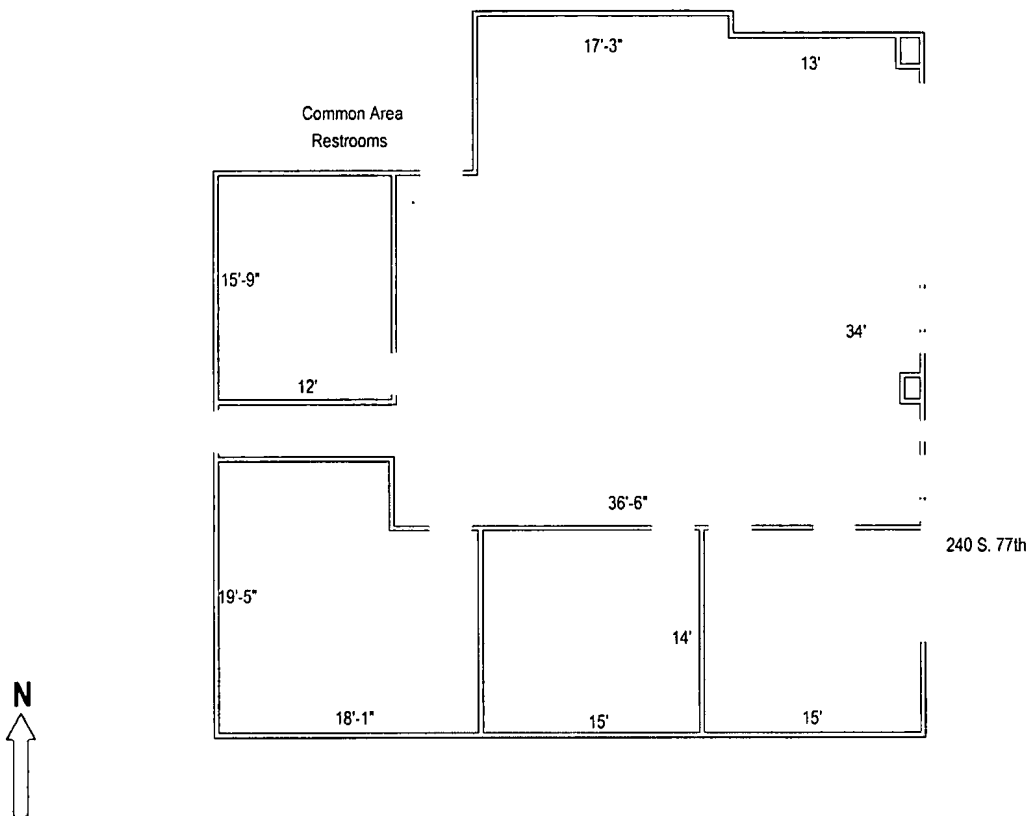
(exhibit pages follow)

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**EXHIBIT "A-1"**

**SPACE PLAN OF LEASED PREMISES (page 1 of 2)**

**240 South 77th Street  
Floor Plan**



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**EXHIBIT "A-1"**

**SPACE PLAN OF LEASED PREMISES (page 2 of 2)**

[attached]

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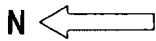
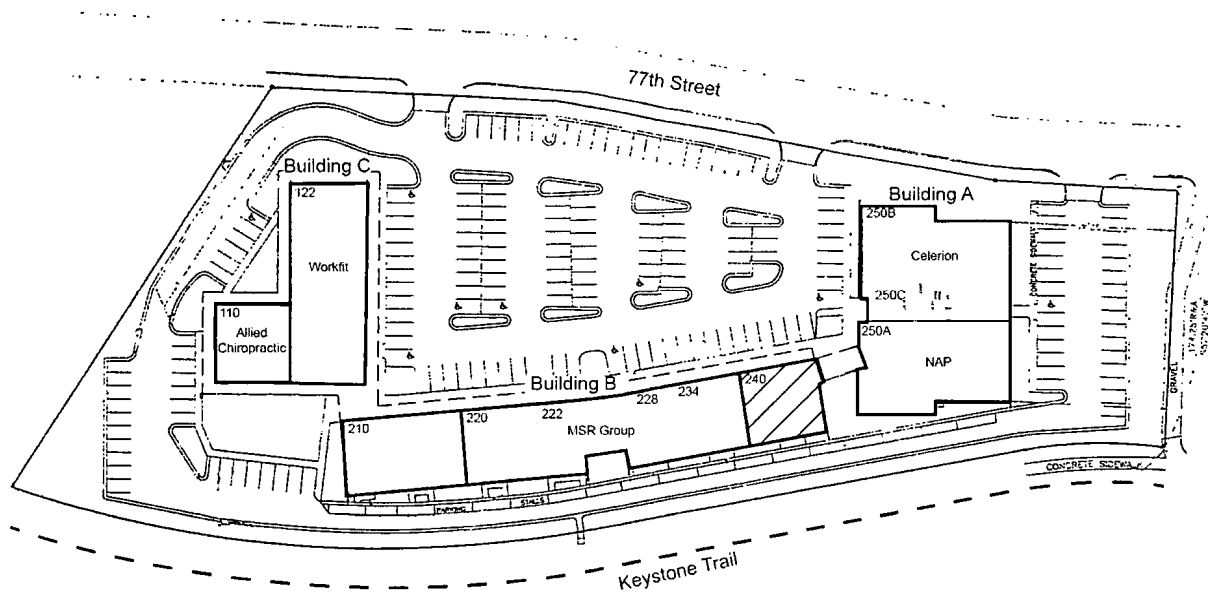


**EXHIBIT "A-2"**

**SITE PLAN**

**PREMISES IS CROSSHATCHED**

77 Dodge Court  
110-250 South 77th Street  
Site Plan



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240 South 77<sup>th</sup> St.  
Omaha, NE

Walgreens On-Site Pharmacy [Walgreens #16270]

**EXHIBIT "B"**

**LEGAL DESCRIPTION**

77<sup>th</sup> & Dodge Court Lot 2 Block 0 All Lots 1 & 2 Irreg 3.98 Ac

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