

Walgreen
W.Center Rd & 84th St.

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34-15-12

LEASE

BY THIS LEASE, made in triplicate the 25th day of November 1969, between DOUGLAS DEVELOPMENT COMPANY, a 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 March 1, 1970, and continuing to and including February 28, 2000, subject to prior termination as hereinafter provided, the premises located in the City of Omaha, State of Nebraska, known as 8433 West Center Road, to include not less than 125 feet 8 inches of frontage facing West Center Road and not less than 161 feet of uniform depth, being a rectangular area containing 20,233 square feet on the first floor (all as shown as "Walgreen Area" on plan hereto attached and made part hereof) and together with all improvements, appurtenances, easements and privileges belonging thereto, in the new one story building to be erected and completed by Landlord as part of a Shopping Center at the southwest corner of West Center Road and 84th Street, as also shown on said plan.

THE TERMS, COVENANTS AND CONDITIONS OF SAID LETTING ARE AS FOLLOWS:

1. Tenant shall install in the leased premises and, so long as Tenant shall conduct business therein, shall operate therein a Walgreen store with the right to sell such merchandise and services as may now or hereafter be sold in other Walgreen stores of comprable character in Nebraska.

The leased premises shall not be used for the operation of a so-called discount house with emphasis on soft goods of the type now conducted by Arlan's and K-Mart, an Army and Navy surplus store, a second hand store or a super food market, the principal business of which is the sale of groceries, produce and meats, provided that Tenant in the conduct of its business may sell items sold in the operation of such businesses.

(This instrument was prepared by A.N.Libman,4300 Peterson Ave.,Chicago,Ill.60646)

Rent

2. Tenant shall pay as rent for the leased premises, as follows:

(a) A fixed rent of \$4,365.41 per month, commencing either on the date Tenant opens its store for business in the leased premises, or as provided in Article 6, whichever is the earlier; said rent to be payable on the first day of each and every month in advance and to be properly apportioned for any period less than a full calendar month;

(b) If a sum equal to - -

2-1/2% of the cash receipts of sales, as hereinbelow defined,
up to and including \$2,095,399.00,

plus 2% of such cash receipts of sales in excess of \$2,095,399.00,

made by Tenant in the operation of Tenant's store on the leased premises in any lease year, as defined in Section (a) of Article 3, shall exceed the total fixed monthly rents under Section (a) hereof for such lease year, then and in such event, and within 25 days after the end of such lease year, Tenant shall pay to Landlord the amount of such excess as additional rent, less deductions under Section (b) of Article 7 and Article 21. Within 25 days after the end of each lease year, Tenant shall furnish to Landlord a statement of the total amount of such cash receipts of sales for such lease year. The aforesaid amount of \$2,095,399.00 shall be proportionately adjusted in the case of the first and last lease years if more or less than a full twelve calendar months.

The term "cash receipts of sales" as used herein shall be taken and construed to mean the total amount of all receipts from sales of drugs, food, drinks, goods, wares and merchandise of every sort whatsoever, (less returns and refunds), made by Tenant in the operation of Tenant's store on the leased premises, excepting and excluding receipts from sales of cigarettes, and shall, except as to cigarettes, also include, receipts from sales by any concessionaire therein, and charges or fees received for all services rendered therein. Cash receipts of sales shall not include receipts and commissions from the operation of telephones and public weighing scales therein, nor inter-corporate and inter-store sales or transfers, nor sales of government bonds, savings stamps and other government securities, postage stamps and ready stamped postcards and envelopes nor sales at a discount to employees. Cash receipts of sales shall also not include sales at a discount to doctors, dentists, hospitals, nurses, drug stores or wholesale drug or supply houses. Tenant shall also have the right to deduct and exclude from such cash receipts of sales a sum equal to any approximate amounts which may be paid by Tenant or which Tenant may add to or include in its selling prices of various articles by reason of any sales taxes, use taxes, retailers' occupation taxes, excise taxes at the retail level and the like, now or hereafter imposed and however entitled, and which are based upon the amounts of sales or the units of sales.

Tenant shall cause to be kept, in accordance with its customary accounting procedure, records of the cash receipts of sales made by Tenant in the operation of Tenant's store on the leased premises. Landlord and Landlord's duly authorized representative, at reasonable times during business hours, shall have access to such records at the place where the same are kept, for the purpose of inspecting and auditing the same, provided that any such inspection and audit be made by Landlord within six months after the expiration of any lease year. If Landlord does not object

in writing to any statement above mentioned within said six months, such statement shall be conclusively presumed to be correct, and thereafter Tenant shall not be required to preserve the records from which such statement was compiled. Landlord agrees not to divulge to anyone the information obtained by Landlord and Landlord's representative from such records or from the statements above mentioned, except to any mortgagee or prospective purchaser of the property and except as may be necessary for the enforcement of Landlord's rights under this lease. Nothing herein contained, however, shall be deemed to confer upon Landlord any interest in the business of Tenant in the leased premises.

(c) Until further notice to Tenant, rent checks shall be payable to and mailed to -

Douglas Development Company
c/o Melvin Simon and Associates
1712 N. Meridian Street
Indianapolis, Indiana 46202

Term,
Lease
Year,
Op-
tions

3. (a) If the rent shall not have begun to accrue on the date above specified for the commencement of the term of this lease, then the term shall not commence until the date on which the rent begins to accrue and shall continue for thirty years thereafter; provided, however, that if such commencement date be other than the first day of the calendar month, then the term shall continue to and including the last day of the same calendar month of the thirtieth year thereafter. For the purpose of Section (b) of Article 2, the first lease year shall commence on the date the fixed rent begins to accrue and shall end on December 31 thereafter, and each succeeding lease year shall be each succeeding twelve months period commencing January 1 and ending December 31, except that the last lease year hereunder shall end on the date this lease shall expire or otherwise terminate having commenced on January 1 preceding.

(b) Tenant shall have the right and option, at Tenant's election, to terminate this lease effective as of the last day of the 180th full calendar month of the term, effective as of the last day of the 240th full calendar month of the term and effective as of the last day of the 300th full calendar month of the term. If Tenant shall elect to exercise such option, Tenant shall send notice thereof to Landlord, at least six months prior to the date this lease shall so terminate, but no notice shall be required to terminate this lease upon the expiration of the full term.

Deliv-
ery of
Poss-
ession

4. Landlord shall put Tenant into simultaneous exclusive physical possession of the leased premises on March 1, 1970, or as soon as possible thereafter, and in any case not later than March 1, 1971, subject to delay not exceeding twelve (12) months resulting from fire, strikes, casualties or other causes beyond control of Landlord, and at the same time deliver to Tenant a full set of keys, provided that if Landlord shall so put Tenant into possession between October 1 and December 1, then the time allowed Tenant to open for business under Article 6 shall be extended by the period between the date of such possession and December 1. Landlord shall notify Tenant at least two months before such possession is to be delivered. If possession is not delivered by the latest date above mentioned, Tenant may cancel this lease. Said premises upon delivery shall be in good condition and repair and shall fully comply with all lawful requirements; the first floor shall have a continuous ceiling height of not less than thirteen feet, with level floor, all of one elevation, and with column spacing acceptable to Tenant; all floors shall be capable of bearing a live load of at least 100 pounds to the square foot. Tenant shall have the right, without being deemed to have accepted possession, to enter the leased premises as soon hereafter as practical, to take measurements and install its fixtures, but such entry or the opening for business shall not constitute a waiver as to the condition of the premises or as to any work to be done or changes to be made by Landlord.

Con-
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by
Land-
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5. (a) Before delivering possession of the leased premises to Tenant, Landlord shall erect and complete the aforesaid new building containing the leased premises, which new building shall be a modern one story structure. That portion of said new building containing the leased premises shall be of such exterior and structural design and character as is acceptable to Tenant and as will also meet Tenant's requirements for its permanent exterior signs, which may extend above the leased premises on the parapet walls of the building but not above the top of such parapet walls. The leased premises shall be erected and completed by Landlord, and shall contain Tenant's specific requirements for the operation of Tenant's business, which requirements will include, among other things, the items and installations listed in Exhibit "A" hereto attached and made part hereof, and which are to be in conformity with Tenant's plans and specifications. The parapet wall of the portion of the building containing the leased premises shall be at least as high as the parapet wall of all other premises within the property indicated as Douglas Area on attached plan except that of the business described in Section (a) of Article 8. All such work by Landlord shall be done by contractors selected by Landlord who use union labor entirely and shall comply with the requirements of public authorities.

(b) Landlord shall furnish to Tenant architectural drawings and full details and information relative to said new building, so that Tenant may be enabled to prepare and furnish to Landlord Tenant's fixture plan which shall be furnished to Landlord within one month after the execution and delivery of this lease or the receipt of said drawings, details and information from Landlord, whichever is later. Upon receipt of such fixture plan Landlord shall prepare plans and specifications covering Tenant's specific requirements which shall be furnished to Tenant for Tenant's approval, which plans and specifications are to be prepared by Robert Kahn and Associates of New York, New York, Architects. Tenant shall have the right, within one month after receipt of such plans and specifications to make changes in same, to direct Landlord to do so or to redraw same and thereupon Landlord shall proceed with the erection and completion of the leased premises in accordance with said plans and specifications as same may have been so changed or redrawn. Thereafter, Tenant shall have the right to make changes, substitutions and eliminations in its said plans and specifications because of any mechanical changes or additions desired by Tenant or because of any revisions of Tenant's fixture layout, and Tenant shall pay any additional cost thereof unless any such changes, substitutions or eliminations are the result of changes made by Landlord or of requirements of public authority.

(c) It is understood and agreed that Tenant shall, in no event, be obligated to furnish Tenant's said fixture plan until Landlord shall have furnished to Tenant evidence of title as required in Section (a) of Article 20.

Opening

6. Tenant shall open its store for business in the leased premises within a reasonable time, but not later than two months after Landlord has completed all construction and has delivered possession as above provided, subject to extension equal to any delays not to exceed twelve months occasioned by strikes, casualties, governmental restrictions, priorities or allocations, inability to obtain materials or labor, or other causes beyond Tenant's control; but Tenant shall have no liability for failure to open its store within said period, except that rent shall commence as of the date its store should have been opened, allowing for delays as herein provided.

Parking

7.(a) It is an express condition of this lease that at all times during the continuance 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 within the area indicated as "Douglas Area" on said attached plan, and also adequate service and receiving areas, pedestrian malls, sidewalks, curbs, roadways and other facilities appurtenant thereto and that at all times during the continuance of this lease Landlord shall cause the owners of the property indicated as "Bank Area" on said attached plan to provide, maintain, repair, adequately light when necessary during Tenant's business hours, promptly remove snow and ice from, supervise and keep available the Parking Area within said Bank Area, as well as the sidewalks, roadways and other facilities appurtenant thereto. Said combined Parking Areas shall provide for the parking of 810 automobiles (it being understood that parking areas within Douglas Area shall provide for the parking of 700 automobiles), and shall be for the free and exclusive use of customers, invitees and employees of Tenant and of other occupants of said Shopping Center, shall be level and shall be suitably paved and drained. Said Parking Areas in said Douglas Area shall have automobile entrances and exits from and to adjacent streets and roads, which said entrances and exits shall be of such size and at such locations as are shown on attached plan. Automobile traffic aisles in said Douglas Area shall run in directions shown on attached plan. It is understood that additional buildings may be erected on Bank Area south and east of the building lines shown on attached plan. Otherwise, no buildings or other structures shall be erected within the areas shown on attached plan except as indicated thereon.

(b) Tenant shall pay to Landlord for the cost of maintaining, repairing, lighting and cleaning the above mentioned parking and other facilities, a sum equal to 10 cents per square foot of floor area in the leased premises per lease year during the first five lease years of the term, a sum equal to 15 cents per square foot of floor area in the leased premises per lease year during the next five lease years and a sum equal to 20 cents per square foot of floor area in the leased premises per lease year thereafter, said payments to be made in equal monthly installments in each lease year. Tenant shall have the right, and is hereby irrevocably authorized and directed, to deduct amounts payable under the provisions of this Section in each lease year from additional percentage rents accruing under the provisions of Section (b) of Article 2 for such lease year.

Other
Occu-
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cies

8. (a) It is expressly understood and agreed that the installation in said Shopping Center of - -

A W. T. Grant Co. department store with a floor area of at least 89,352 square feet and located as shown on attached plan,

is a primary inducement to Tenant in entering into this lease and agreeing upon the rentals herein reserved. Therefore, it is a further express condition of this lease that Landlord shall furnish and deliver to Tenant, at or before the time for the giving of the notice of possession provided for in Article 4, evidence reasonably satisfactory to Tenant, that a lease, for a term of at least fifteen years firm, and commencing not later than March 1, 1970, has been consummated for the installation and initial opening of the business above described, in the stated location; but if Landlord fails to furnish and deliver such evidence to Tenant within the time above specified, Tenant shall have the right and option, at Tenant's election, to cancel and terminate this lease.

(b) Anything in this lease to the contrary notwithstanding, Tenant shall not be obligated to open its store for business in the leased premises, nor shall any rent accrue under this lease, prior to the time when - -

- (i) Occupants of 80% of the area in all of the buildings shown on attached plan (including the business described in Section (a) hereof, which shall be at the stated location,) are open for business, and
- (ii) All of the buildings shown on said attached plan are substantially completed, and
- (iii) All of the parking and other facilities described in Article 7 have been completed, paved and lighted and are available for use.

If, however, Tenant does open its store for business in the leased premises prior to the time hereinabove mentioned, then on and after such opening and until the happenings under sub-sections (i), (ii) and (iii) hereof shall have occurred, the fixed rent under Section (a) of Article 2 shall be suspended and the only rent to be paid by Tenant shall be a sum equal to the percentages of the monthly cash receipts of sales, as the same are fixed in Section (b) of Article 2 and as such receipts are therein defined, payable on or before the 25th of the next succeeding month.

Exclu-
sives

9. Landlord covenants and agrees that, during the continuance of this lease, no other portion of the entire property shown on said attached plan 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 (except that there may be operated on Bank Area a drug store with a floor area not exceeding 7,000 square feet) nor for the operation of a business the principal portion of which is the sale of so-called health and beauty aids and drug sundries ~~nor for the operation of a business in which alcoholic liquor shall be sold for consumption off the premises.~~ 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 said Shopping Center, or which may be added to or used in conjunction therewith. So long as said Douglas Area as shown on attached plan shall be subject to a mortgage a violation of this Article on adjacent property not subject to such mortgage shall not be the basis of a right to abate the rent if payable to such mortgagee or to cancel this lease, but any other rights of Tenant applicable to Landlord shall not be affected thereby.

Utilities 10. Tenant shall pay when due all bills for water, heat, gas and electricity used on the leased premises after date of Tenant's possession and until expiration of term. Unless otherwise specified by Tenant the source of supply and vendor of each such commodity shall be the local public utility company or municipality commonly serving the area. Landlord shall furnish to the leased premises at all times sufficient gas and water service lines, also sewer lines, all of the capacity initially specified by Tenant, and electric service lines of the voltage and amperage initially specified by Tenant, all connected to an adequate source of supply or disposal. If Tenant shall require additional service line capacity of any of such utilities and if same are available on Landlord's premises, Tenant, at Tenant's expense, shall have the right to the use of same. Tenant shall pay all bills for sewer rents or sewer charges.

**Re-
pairs,
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with
Law** 11. (a) Tenant shall provide routine maintenance and changes of filters to heating and cooling equipment. Tenant shall make plate glass replacements, and shall make repairs to the interior of the leased premises and to doors, all except as provided below. Landlord shall maintain and make all repairs to the exterior and structural portions of the building, entranceways to the leased premises, pipes, ducts, wires and conduits leading to and from the leased premises. Landlord shall make all repairs and replacements to heating and cooling equipment costing in excess of \$500.00 in each instance. Landlord shall make all repairs required by the fault of Landlord, or by fire, casualty or the elements, or by dry rot or termites. The provisions of this paragraph shall be complied with as required from time to time.

(b) Tenant shall comply with the valid requirements of public authorities regarding the manner of the conduct of Tenant's business in the leased premises, but as to the leased premises, Landlord shall make all structural changes or installations so required.

**Signs,
Ten-
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fix-
tures** 12. Tenant may install and operate interior and exterior electric and other signs (of which the permanent exterior signs shall be located as provided in Section (a) of Article 5), machinery and any other mechanical equipment, and in so doing shall comply with all lawful requirements. There shall be no signs on the roof of the leased premises without the written approval of both Landlord and Tenant. Tenant shall at all times have the right to remove all fixtures, machinery, equipment, appurtenances and other property furnished or installed by Tenant or Landlord at Tenant's expense, it being expressly understood and agreed that said property shall not become part of the premises but shall at all times be and remain the personal property of Tenant and shall not be subject to any Landlord's lien. Tenant shall also have the right, in common with others, to install signs on a pylon if same shall be installed by Landlord as provided in Exhibit A.

Sidewalks 13. Landlord shall not, without Tenant's written consent, grant any rights, other than normal pedestrian rights, in the sidewalk adjoining the leased premises to the extent of the full width thereof and within 15 feet of the boundary lines of the leased premises projected across said sidewalk. Should the entrance to the leased premises or said sidewalk, to the extent set forth in this Article, be obstructed or blocked by or with the consent of Landlord, Tenant shall be entitled to an appropriate and proportionate abatement in rent.

Alter-
ations
by
Tenant

14. Tenant, at Tenant's cost and expense, may make alterations and additions (but shall obtain Landlord's consent before making any structural changes except to store fronts, which shall be in keeping with the architectural character of the Shopping Center, partitions, floors, electric, plumbing and heating). Landlord shall co-operate in securing necessary permits and authority. Tenant shall not permit any mechanics' or other liens to stand against the property for work or material furnished Tenant.

Assign-
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and
Sub-
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ting

15. Except as provided in Sections (a), (b) and (c) hereof, Tenant's interest under this lease shall not be assigned, nor shall the leased premises be sublet, without the prior written consent of Landlord, which Landlord agrees not to unreasonably or arbitrarily withhold or refuse.

(a) Tenant's interest under this lease may, at any time and from time to time, be assigned and re-assigned, provided that any such assignment or re-assignment be only to a corporation which is subsidiary to or affiliated with Tenant, or to a corporation resulting from any consolidation, reorganization or merger to which Tenant, or any of its subsidiaries or affiliates, may be a party and engaged in the same business. Tenant may also, at any time and from time to time, sublet or license or permit a portion or portions of the leased premises to be used for concessions, leased or licensed departments and demonstrations in connection with and as part of the operation of Tenant's store, the cash receipts of sales therefrom to be included in the cash receipts of sales of Tenant as defined in Section (b) of Article 2.

(b) At any time and from time to time, after at least three years' operation of its store in the leased premises, Tenant may sublet a portion of the leased premises, to any person, firm or corporation, other than a corporation described in Section (a) hereof, for any lawful purpose not in violation of any then existing exclusive use restrictions theretofore granted by Landlord to any other tenant in said Shopping Center. In such case the cash receipts of sales of such sub-tenant (but not the sub-rentals paid by such sub-tenant), shall be included in the cash receipts of sales of Tenant as defined in Section (b) of Article 2. Landlord shall, from time to time and within 30 days after request from Tenant, advise Tenant of any such exclusive use restrictions and if Landlord shall fail to do so it shall be conclusively presumed that there are no such restrictions.

(c) At any time and from time to time, after at least three years' operation of its store in the leased premises, Tenant may discontinue such operation. If in such event, Tenant shall desire to sublet all or parts of the leased premises to any persons, firms or corporations, other than a corporation described in Section (a) hereof, for any lawful purpose not in violation of any then existing exclusive use restrictions theretofore granted by Landlord to any other tenant in said Shopping Center, Tenant shall send notice to such effect to Landlord as well as to Landlord's mortgagee if Tenant shall have been notified of the name and address of same and Landlord shall have the right within 15 days after receipt of such notice to terminate this lease as of the last day of the following month. If this lease shall not be so terminated, Tenant may then so sublet as provided. In such case Tenant shall pay to Landlord as annual rent for the leased premises for the remainder of the term hereof, in lieu of both the fixed and additional percentage rents provided in Article 2, a fixed amount equal to the fixed and additional percentage rents paid by Tenant during the lease year immediately preceding such subletting; such amount to be payable in equal monthly installments in advance on the first day of each and every month. Landlord shall, from time to time and within 30 days after request from Tenant, advise Tenant in writing of any such exclusive use restrictions and if Landlord shall fail to do so it shall be conclusively presumed that there are no such restrictions.

Notwithstanding any assignment, re-assignment or subletting as above provided, Walgreen Co. shall not be released from liability under this lease.

Fire

16. (a) If the leased premises or the building containing the same be damaged or destroyed by fire or other casualty, then Landlord, forthwith and with due diligence, shall repair and restore said building and premises to their condition immediately prior to such damage or destruction; and the rents shall abate proportionately according to the extent of such damage or destruction. Under no circumstances shall Landlord or Tenant be liable for any loss or damage to the property of the other resulting from fire or other casualty.

(b) If the damage or destruction referred to in Section (a) hereof amounts to at least 25% of the leased premises and occurs during the last two years of the entire term of this lease or during the last two years prior to any optional termination date under Section (b) of Article 3, then and in such events, both Landlord and Tenant shall each have the right and option, at the election of either of them, to terminate this lease effective as of the date of such happening; and any unearned rents paid in advance shall be refunded. Landlord shall not have the right to exercise the option under this Section during any period which shall be less than twenty-four months and more than six months prior to any optional termination date under Section (b) of Article 3 if Tenant shall, within one month after such happening, advise Landlord that Tenant will not exercise Tenant's option under Section (b) of Article 3 to terminate this lease as of the next optional termination date thereunder, and, further, Landlord shall have the right to exercise the option under this Section during any period which shall be six months or less prior to any optional termination date under Section (b) of Article 3 only if Tenant shall have theretofore exercised Tenant's option under Section (b) of Article 3 to terminate this lease as of the next optional termination date thereunder. If this lease shall not be so terminated, the building and premises shall be repaired and restored as hereinbefore provided. If this lease shall be extended pursuant to the provisions of Section (b) of Article 22, the references above to Section (b) of Article 3 shall be deemed to be Section (c) of Article 22.

(c) If 50% or more of the total area of all of the buildings in said Shopping Center be damaged or destroyed by fire or other casualty, Tenant shall have the right and option, at Tenant's election, to terminate this lease by notice to Landlord at any time after three months from the date of such happening; provided, however, that if within said three months Landlord shall have commenced to repair and restore the buildings so damaged or destroyed, and shall thereafter proceed with due diligence and complete same within nine months, then and in such events Tenant shall not have the right to so terminate. If because of such fire or other casualty, ~~any or all of the businesses~~ described in Section (a) of Article 8 shall be closed, then and in such event, and until all of said businesses shall have reopened in approximately the same location and with approximately the same area, Tenant may close its store without liability for the payment of any rents during such period; but if Tenant does not close its store, then for and during such period the rents under Article 2 shall be suspended and the only rent to be paid by Tenant shall be a sum equal to - -

2-1/2% of the monthly cash receipts of sales, as defined in Section (b) of Article 2 up to and including \$174,646.58,

plus 2% of such monthly cash receipts of sales in excess of \$174,648.58,

payable on or before the 25th of the next succeeding month; same to be proportionately adjusted as to any such rent for less than a full calendar month. Payments hereunder in excess of the fixed monthly rent otherwise payable shall be subject to deductions under Section (b) of Article 7 and under Article 21.

17. Landlord may at reasonable times enter the leased premises for the purpose of examining and of making repairs, and during the last two months of the term may place usual "For Rent" sign, but not so as to interfere with Tenant's business.

18. At the expiration or termination of this lease, Tenant shall surrender immediate possession of the leased premises in as good condition as when delivered to Tenant, reasonable wear and tear, changes and alterations, damage by fire, casualty and the elements, and other repairs which are Landlord's obligation excepted. Any holding over by Tenant shall not operate, except by written agreement, to extend or renew this lease or to imply or create a new lease, but in such case Landlord's rights shall be limited to either the immediate termination of Tenant's occupancy or the treatment of Tenant's occupancy as a month to month tenancy, any custom or law to the contrary notwithstanding. Tenant shall repair damage caused by the removal of Tenant's fixtures and equipment.

Default
and
Reme-
dies

19. If any rent is due and remains unpaid for ten days after receipt of notice from Landlord, or if Tenant breaches any of the other covenants of this lease and if such other breach continues for thirty days after receipt of notice from Landlord, Landlord shall then but not until then, have the right to sue for rent, or to terminate this lease and re-enter said premises; but if Tenant shall pay said rent within said ten days, or in good faith within said thirty days commence to correct such other breach, and diligently proceed therewith, then Tenant shall not be considered in default. If Landlord shall from time to time fail to pay any sum or sums due to Tenant and if such failure continues for thirty days after receipt of notice from Tenant, Tenant shall have the right and is hereby irrevocably authorized and directed to deduct such sum or sums from the rent. If Landlord shall from time to time fail to perform any act or acts required of Landlord by this lease and if such failure continues for thirty days after receipt of notice from Tenant, Tenant shall then have the right, at Tenant's option, to perform such act or acts and the full amount of the cost and expense so incurred shall immediately be owing by Landlord to Tenant, and Tenant shall have the right and is hereby irrevocably authorized and directed to deduct such amount from the rent but if within said thirty days Landlord shall commence to perform such act or acts and shall diligently proceed therewith, Tenant shall not have the right to do so. No delay on the part of either party in enforcing any of the provisions of this lease shall be considered as a waiver thereof. If Tenant shall be advised of the name and address of Landlord's mortgagee, Tenant will use its best efforts to send to such mortgagee a copy of any notices of breach sent to Landlord.

Title
and
Pos-
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ion

20. (a) Landlord covenants, represents and warrants that Landlord has leasehold title to the property shown as Douglas Area on said attached plan and the right to make this lease, that legal title to the Bank Area as shown on said plan is held by Omaha National Bank, as Trustee under

that said property is now free and clear of all liens, encumbrances and restrictions, except:

- (1) Mortgage conveying Douglas Parcel from L. J. Newman et al to American Fletcher National Bank dated May 21, 1969 and filed for record May 26, 1969 in Mortgage Book 1802 at Page 297 of the Records of Douglas County, Nebraska;
- (2) The lien of current taxes not yet due and payable;
- (3) Easement and Agreement dated March 3, 1969 and filed for record March 3, 1969 in Misc. Book 475 at Page 149 of the records of Douglas County, Nebraska, as modified by Amended Easement and Agreement dated August 25, 1969;
- (4) Easements for ingress and egress which will not affect any rights granted under this lease;

and that upon paying the rents and keeping the agreements of this lease on its part to be kept and performed, Tenant shall have peaceful and uninterrupted possession during the continuance of this lease. Landlord shall furnish Tenant satisfactory evidence of Landlord's lessors and Landlord's title and also of the agreements referred to in Section (c) below.

(b) If at the time of delivery of possession of the leased premises to Tenant, the interest of Landlord's lessor and Landlord in and to the entire property shown on said attached plan, or any part thereof, is subject to any mortgage, deed of trust or other encumbrance in the nature of a mortgage, which is prior and superior to this lease, it is a further express condition hereof that Landlord shall thereupon furnish and deliver to Tenant, in form and substance acceptable to Tenant, an agreement executed by such mortgagee or trustee, either (i) making such mortgage, deed of trust or other encumbrance in the nature of a mortgage subject and subordinate to this lease and to the leasehold estate created hereby and to all of Tenant's rights hereunder, or (ii) obligating any party acquiring title or right of possession under or by virtue of such mortgage, deed of trust or other encumbrance to be bound by this lease and by all of Tenant's rights hereunder, provided that Tenant is not then in continued default, after notice, in the payment of rents or otherwise under the terms of this lease.

(c) It is an express condition of this lease that at all times during the term hereof the parking areas, sidewalks, roadways and other facilities appurtenant thereto shown within the area indicated as Bank Area on attached plan shall, by reason of easement agreements now in existence and binding all parties in interest be available for the purposes set forth in Section (a) of Article 7 and that there shall be no barriers or obstructions to close off said area from the area shown as Douglas Area on said plan and further that said Bank Area shall at all times during the term of this lease be subject to the provisions of Article 9 hereof. Landlord shall not enter into any agreements which shall have the effect of limiting any such right.

Real Estate Taxes 21. If the general real estate taxes (excluding all special benefit taxes and special assessments) levied and assessed against the land and buildings shown as Douglas Area on attached plan for the third full tax year after such taxes shall have been initially levied and assessed against said land and buildings as fully completed, or for any tax year thereafter during the term, shall be increased over such taxes levied and assessed for the second full tax year after such taxes shall have been so initially levied and assessed, then and in such event, and upon request from Landlord, accompanied by a paid tax bill or photocopy thereof, Tenant shall pay to Landlord the amount of such increase multiplied by a fraction the numerator of which shall be the square foot floor area of the leased premises and the denominator of which shall be the square foot floor area in all buildings within Douglas Area as shown on said plan.

It is understood that any increase in such taxes by reason of improvements made by anyone other than Tenant in and about the buildings on said land shall not be chargeable to Tenant under this Article and it is further understood that any liability hereunder for any period in which the lease term shall not cover an entire tax year shall be properly prorated to reflect the period of Tenant's possession under this lease.

If such taxes for any tax year are payable prior to the date on which additional percentage rent for such tax year are payable, then Tenant shall have the right, and is hereby irrevocably authorized and directed, to deduct amounts payable under the provisions of this Article for such tax year from additional percentage rents under Section (b) of Article 2 for such tax year or, in the alternative, if such taxes for any tax year are payable after additional percentage rents for such tax year are payable, then Tenant shall have no liability for any such tax year to the extent that Tenant has paid additional percentage rents under Section (b) of Article 2 for such tax year. The provisions of this paragraph shall not be construed to permit deduction or non-liability by reason of such taxes paid for prior tax years.

Optional Area 22. (a) Landlord agrees that, if Tenant shall not be in continued default after notice, in performing any of its obligations under this lease, Tenant shall have and is hereby granted, an option to include, as a part of the leased premises, the additional first floor area, 125 feet 8 inches in width and 40 feet in depth, being an area containing approximately 5,027 square feet, and being indicated as "Optional Walgreen Area" on attached plan, which additional area shall be improved as hereinafter provided. Tenant shall have the right to exercise such option by sending notice to Landlord of Tenant's election to do so, after the end of the sixtieth full calendar month of the term but prior to the beginning of the one hundred and eighty first full calendar month of the term.

Landlord agrees to commence, within six months following Tenant's aforesaid notice, and thereafter to complete

- (1) the construction of a one story addition to the building upon the portion of said Additional Walgreen Area so designated by Tenant;
- (2) all alterations necessary to adapt the original leased premises and said addition for Tenant's use and occupancy as a single unit.

Walgreen
W. Center Rd. & 84th St.

BOOK 485 PAGE 635

Landlord shall perform all of the construction and adaptation set forth above with diligence and in accordance with plans and specifications prepared by Tenant from architectural drawings and full details and information with respect to such additional area, which shall be furnished to Tenant by Landlord within three months following Tenant's aforesaid notice and, upon compliance shall deliver said additional area to Tenant in the same manner and condition as is herein provided for delivery of the original leased premises. Tenant's said plans and specifications shall be furnished to Landlord within three months after receipt of said drawings and full details and information from Landlord. The standards of quality in Tenant's said plans and specifications shall not exceed such standards in the plans and specifications referred to in Section (b) of Article 5.

Before commencing such construction and adaptation, Landlord shall furnish to Tenant copies of the lowest bona fide bids obtained by Landlord from reputable contractors for such construction and adaptation. Tenant shall have the right, within one month after receipt of such bids, to

- (i) To obtain bids from other reputable contractors so as to reduce the amount of the cost and expense of such bids;
- (ii) To make changes in said plans and specifications so as to reduce the amount of the cost and expense of such bids;
- (iii) To use a combination of (i) and (ii) above so as to reduce the cost and expense of such bids;
- (iv) To declare that the exercise by Tenant of Tenant's option under the first paragraph of this section shall be of no force or effect.

Unless the exercise by Tenant of Tenant's option under the first paragraph of this section shall be so declared of no force or effect, Landlord shall proceed to do such construction and adaptation in accordance with said plans and specifications except that if Tenant shall have made changes in said plans and specifications, Landlord shall do so in accordance with said plans and specifications, as so changed.

Landlord shall have the right and option, at Landlord's election, to designate that such construction and adaptation may be done by Tenant at Tenant's initial cost and expense. If Landlord shall elect to exercise such option, Landlord shall send notice to such effect simultaneously with the furnishing to Tenant of the architectural drawings and full details and information referred to above. In such event Tenant shall have the right within two months after receipt of such notice from Landlord to elect to do such construction and adaptation and thereafter shall proceed with same and, as soon as reasonably possible after the completion thereof, shall furnish to Landlord a statement of the cost and expense thereof incurred and paid, including architects, engineers and supervision fees and expenses but not in excess of 7% of the total. Such cost and expense shall not include decorating of the original area and shall not include store and trade fixtures and equipment.

When Tenant shall open for business in the combined area consisting of said additional area and the original leased premises, said additional premises shall become part of the premises leased hereunder, and all applicable terms, covenants and conditions of this lease shall apply to the leased premises as so enlarged.

If for any reason whatsoever, (unless Landlord shall have elected that such construction and adaptation shall be done by Tenant,) Landlord shall fail to comply with all of the provisions of this Section within two years after Tenant's aforesaid notice, subject to extension, not exceeding one year, equal to the period of any delays resulting from strikes, casualties, governmental restrictions, priorities and allocation, inability to obtain materials or labor or other causes beyond Landlord's control, Tenant may thereafter, (but not subsequent to Landlord's compliance), by notice to Landlord, terminate this lease. Such right of termination shall not, however, be exclusive of any other rights and remedies of Tenant for enforcement of the obligations of Landlord in this Section.

(b) If such additional area shall become part of the premises covered by this lease in accordance with the provisions of Section (a) above, then and in such event, the date of the expiration of this lease as set forth in Article 1 or as determined by Section (b) of Article 3, shall no longer be in effect, but instead this lease and the term thereof shall be deemed to be extended so as to expire thirty years after the date upon which Tenant shall have opened for business in the combined area consisting of the original leased premises and said additional area; provided, however, that if such opening date be other than the first day of the calendar month, then the term shall continue to and including the last day of the same calendar month of the thirtieth year thereafter. During any such extended period, all of the applicable terms, covenants and conditions of this lease shall, except as otherwise herein provided, remain and continue in full force and effect.

(c) If such additional area shall become part of the premises covered by this lease in accordance with the provisions of Section (a) of this Article and if this lease shall thereby have been extended under the provisions of Section (b) above, then and in such event, the termination options granted to Tenant under Section (b) of Article 3 shall no longer be in effect and, in lieu thereof, Landlord grants to Tenant and Tenant shall have the right and option, at Tenant's election, to terminate this lease, as so extended, effective as of the last day of the one hundred and eightieth full calendar month after Tenant shall have opened for business in the combined area consisting of the original leased premises and said additional area, effective as of the last day of the two hundred and fortieth full calendar month after Tenant shall have so opened for business and effective as of the last day of the three hundredth full calendar month after Tenant shall have so opened for business. If Tenant shall elect to exercise such option, Tenant shall send notice thereof to Landlord at least twelve months prior to the date this lease, as so extended, shall so terminate, but no notice shall be required to terminate this lease upon the expiration of the full term, as so extended.

(d) (1) If the construction and adaptation referred to in Section (a) above shall have been done by Landlord, then and in such event, commencing on the first day of the month after Tenant shall open for business in the combined premises consisting of the original leased premises and said additional area and continuing for the remainder of the term of this lease, as extended under the provisions of Section (b) of this Article, the fixed monthly rent under Section (a) of Article 2 shall be increased by a sum equal to -

One-twelfth of

- (i) the cost and expense of such construction and adaptation, as determined by the bids therefor submitted by Landlord to Tenant as provided in Section (a) above, but as such bids may have been reduced by Tenant by the exercise of Tenant's rights under Section (a) above;
- (ii) architects, engineers and supervision fees and expenses incurred in connection therewith but not in excess of 7% of the total,

multiplied by an amount equal to the prime rate of interest in effect at the time of the exercise by Tenant of Tenant's option under Section (a) above plus 4%,

and the additional percentage rent under Section (b) of Article 2, shall during such period, be changed to the following basis:

If a sum equal to -

2-1/2% of the cash receipts of sales, as therein defined, up to and including that amount (hereinafter called "break point") which when multiplied by .025 will equal the fixed rent under this subsection for a period of twelve months,

plus 2% of such cash receipts of sales in excess of the break point,

made by Tenant in the operation of Tenant's store on the leased premises in any lease year, as hereinbefore defined, shall exceed the total fixed monthly rents as set forth in this subsection for such lease year, then and in such event and within 25 days after the end of such lease year, Tenant shall pay to Landlord the amount of such excess as additional rent. The break point shall be proportionately adjusted to cover applicable periods of less than a full twelve calendar months.

(2) If the construction and adaptation referred to in Section (a) above shall have been done by Tenant, then and in such event, commencing on the first day of the month after Tenant shall open for business in the combined premises consisting of the original leased premises and said additional area and continuing for the remainder of the term of this lease, as so extended, the fixed monthly rent under Section (a) of Article 2 shall be increased by a sum equal to -

One-twelfth of

- (i) the cost and expense of such construction and adaptation;
- (ii) architects, engineers and supervision fees and expenses incurred in connection therewith but not in excess of 7% of the total,

multiplied by an amount equal to the prime rate of interest in effect at the time of the exercise by Tenant of Tenant's option under Section (a) above plus 4%,

and the additional percentage rent under Section (b) of Article 2 shall, during such period, be changed to the following basis:

If a sum equal to -

2-1/2% of the cash receipts of sales, as therein defined, up to and including that amount (hereinafter called "break point") which when multiplied by .025 will equal the fixed rent under this subsection for a period of twelve months;

plus 2% of such cash receipts of sales in excess of the break point,

made by Tenant in the operation of Tenant's store on the leased premises in any lease year, as hereinbefore defined, shall exceed the total fixed monthly rent as set forth in this subsection for such lease year, then and in such event, and within 25 days after the end of such lease year, Tenant shall pay to Landlord the amount of such excess as additional rent. The break point shall be proportionately adjusted to cover applicable periods of less than a full twelve calendar months.

If such construction and adaptation shall have been done by Tenant, then Tenant shall have the right, and is hereby irrevocably authorized and directed, to deduct and retain the increased fixed rent set forth in this subsection for the period commencing on the first day of the month after Tenant shall open for business in said combined area and ending on the last day of the one hundred eightieth full calendar month thereafter, but such amount so deducted shall be deemed to be part of the fixed rent for the purpose of computing additional percentage rent.

Indemnity 23. Except for loss, cost and expense caused by fire or other casualty, Landlord and Tenant shall each indemnify and hold harmless the other against and from any and all loss, cost and expense resulting from their own respective negligent acts and omissions or the negligent acts and omissions of their respective employees in the course of their employment.

Exoneration of Landlord 24. If Landlord shall convey the interest of Landlord in said Shopping Center to any person, firm or corporation and if the grantee shall, by instrument in writing properly recorded, assume and agree to be bound by the obligations of Landlord under this lease, then and in such event Landlord shall not thereafter be bound by any of the obligations of Landlord under this lease except as shall have accrued prior to such conveyance and assumption.

Legal Description 25. The property containing said Shopping Center is legally described as follows:

(1) All of Lots 1 to 6 inclusive and Lots 28 to 38 inclusive, Marshall and Pahl Addition to the City of Omaha, Douglas County, Nebraska, together with vacated 86th Street between the north line of Lot 35 and the south line of Lot 28;

(2) A tract of land located in the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 15 North, Range 12 East of the 6th P.M., bounded and described as beginning at the SW corner of Lot 6, Marshall and Pahl Addition to the City of Omaha, Douglas County, Nebraska; thence South along a line which is the East line of Lot 7, Rainbow Replat II, an Addition to the City of Omaha, Douglas County, Nebraska, a distance of 37.2 feet to a point; thence East along a line parallel to the South line of said Lot 6, Marshall and Pahl Addition, a distance of 200 feet to a point which is the SW corner of Lot 28, Marshall and Pahl Addition; thence North along the West line of said Lot 28, Marshall and Pahl Addition, a distance of 37.2 feet to a point; thence West along a line which is the South line of said Lot 6, Marshall and Pahl Addition, a distance of 200 feet to the point of beginning.

26. Anything herein to the contrary notwithstanding, if Landlord hereunder shall be an individual, joint venture, tenancy-in-common, partnership, general or limited, or corporation, it is understood and agreed that no personal liability shall accrue to any such party because of any of the terms, covenants, conditions and provisions of this lease and Tenant shall look solely to the interest of Landlord, its successors or assigns in the shopping center described herein for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord, its successors or assigns of any of the terms, covenants, conditions and provisions of this lease, such exculpation of personal liability to be absolute and without exception.

Notices 27. All notices hereunder shall be in writing and sent by United States registered mail, postage prepaid, addressed, if to Landlord, to the place where rent checks are to be mailed, and if to Tenant, to 4300 Peterson Avenue, Chicago, Illinois, 60646, and a duplicate to the leased premises, provided that each party by like notice may designate any future or different addresses to which subsequent notices shall be sent.

Miscellaneous 28. Captions of the several articles contained in this lease are for convenience only and do not constitute a part of this lease and do not limit, affect or construe the contents of such articles.

This Instrument shall merge all undertakings between the parties hereto with respect to the leased premises and shall constitute the entire lease contract unless otherwise hereafter modified by both parties in writing. Tenant shall have the right to cancel this lease if satisfactory evidence of Landlord's title, together with the original or duplicate original lease, properly executed by both parties, shall not be received at 4300 Peterson Avenue, Chicago, Illinois, 60646, within ten days after submission to Landlord or Landlord's agent. 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.

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

WALGREEN CO.
By C.R. Campbell
Vice President
C.R. Campbell
Attest W.K. Miske
Asst. Secretary
W.K. Miske
Witnesses:

Opal Peters
Opal Peters
Annette Sklar
Annette Sklar

DOUGLAS DEVELOPMENT COMPANY
(a limited partnership)
By Melvin Simon (SEAL)
General Partner
By Herbert Simon (SEAL)
General Partner

Witnesses:
Marilyn Marts
Marilyn Marts
Irene Hartig
Irene Hartig

W.Center Rd. & 84th St.
Walgreen

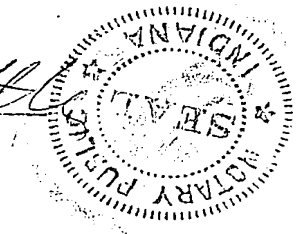
STATE OF ~~XXXXXXX~~ INDIANA)
) SS
COUNTY OF MARION)

Before me, a notary public qualified for said county, personally came MELVIN SIMON and HERBERT SIMON, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary acts and deeds as general partners of DOUGLAS DEVELOPMENT COMPANY, a limited partnership.

Witness my hand and notarial seal on the 25th day of November, 1969.

My commission expires 8-22-70

Eileen Little
Notary Public
Eileen Little



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Before me, a notary public qualified for said county, personally came C.R. Campbell, vice president of WALGREEN CO., a 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 the 26th day of December, 1969.

My commission expires June 7, 1974

Aaron N. Libman
Notary Public
Aaron N. Libman

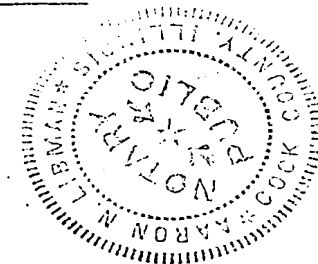


EXHIBIT "A"

1. Exterior elevations shall be faced with exposed aggregate, brick, native stone, finished concrete panels, ceramic tile, or porcelain enamel (or any combination thereof) at the option of Tenant. Colors and textures to be selected by Tenant. Walls facing service areas may be concrete block or common brick.
2. Floor shall be 5/8" Monolithic terrazzo in lobby of sales area only. Balance of sales area shall be vinyl asbestos tile. Stockroom and service areas shall be cement. Provide coved base where required. Entrance floors are to be non-slip ceramic tile with 7% abrasive. Toilet room floors and walls are to be ceramic tile. A vinyl asbestos tile floor shall be installed in employee and locker rooms. The floor is to be of the same level throughout, except for ramp at entrances, and where floor drains occur, the floor is to be pitched to drains.
3. There shall be furnished and installed in the leased premises water closets, lavatories, service sink, urinals, floor drains, prescription sink, toilet stalls, all plumbing lines, including sprinkler system and plumbing connections to Tenant's equipment. All supply lines are to be equipped with valves. All hot and cold water lines are to be covered. Furnish and install water heating equipment as required.
4. There shall be furnished and installed in the leased premises all electric wiring, electric service, disconnect switches, meter panels, panel boards, safety switches at motor outlets, all lighting fixtures (including Slimline lighting fixtures in Sales Area), show window lighting, entrance lighting, exterior perimeter lighting, etc. All equipment, whether installed by Landlord or Tenant, is to be completely connected by Landlord.
5. A complete ventilating system shall be furnished and installed, including ducts, fans, blowers, also the furnishing and installation of a complete roof top air conditioning system. All air conditioning ducts to be covered where specified. Provide controls for air conditioning, heating and ventilation equipment as specified by Tenant.
6. Adequate heating equipment, as required in the operation of Tenant's business, shall be furnished and installed. Equipment shall be located in the leased premises. All steam and hot water lines are to be covered.
7. There shall be furnished and installed in the leased premises division walls, curtain walls, partitions and doors, stockrooms. All such walls are to be drywall. An acoustic tile or drywall ceiling shall be installed where required, as determined by Tenant.
8. Store front material and metal entrance doors shall be alumilited aluminum. Swinging entrance doors shall be manufacturer's standard line narrow stile doors with extruded frames and glazed with plate glass.
9. There shall be furnished and installed all hardware, burglarproofing and painting.
10. There may be furnished and installed a pylon structure with necessary wiring thereto for Tenant's use in common with others for installation of signs.
11. An incinerator room complete with masonry stack of proper size, shall be provided for Tenant's incinerator.

CONSENT AND AGREEMENT

In consideration of the sum of One Dollar (\$1.00), in hand paid, receipt whereof is hereby acknowledged, and to induce the execution by WALGREEN CO. (hereinafter called "Walgreen"), of the attached and foregoing lease dated November 25, 1969, (hereinafter called "Lease"), with DOUGLAS DEVELOPMENT COMPANY, a limited partnership, (hereinafter called "Landlord"), covering the premises therein described and located in the City of Omaha, County of Douglas, State of Nebraska, known as 8433 West Center Road, the undersigned L. J. NEWMAN (joined by JUDITH NEWMAN, his wife), (hereinafter called "Owners"), for themselves, their personal representatives and assigns, covenant, represent and warrant as follows:

1. That Owners are vested with title in fee simple to the property shown as Douglas Area on the plan attached to the Lease, known and described as follows:

(1) All of Lots 1 to 6 inclusive and Lots 28 to 38 inclusive, Marshall and Pahl Addition to the City of Omaha, Douglas County, Nebraska, together with vacated 86th Street between the North line of Lot 35 and the South Line of Lot 28, but excepting therefrom the portions of Lots 36, 37 and 38 described as:

Beginning at the NE corner of said Lot 37, being a point 50 feet South and 50 feet West of the NE corner of the NE $\frac{1}{4}$ of Section 34, Township 15 North, Range 12 East of the 6th P.M.; Douglas County, Nebraska, and the SW corner of the Intersection of 84th Street and West Center Road; thence South along the West line of 84th Street 317 feet to a point; thence West 343 feet to a point; thence North 317 feet more or less to a point on the South line of West Center Road; thence East along the said South line of West Center Road 343 feet more or less to the point of beginning.

(2) A tract of land located in the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 15 North, Range 12 East of the 6th P.M., bounded and described as beginning at the SW corner of Lot 6, Marshall and Pahl Addition to the City of Omaha, Douglas County, Nebraska; thence South along a line which is the East line of Lot 7, Rainbow Replat II, an Addition to the City of Omaha, Douglas County, Nebraska, a distance of 37.2 feet to a point; thence East along a line parallel to the South line of said Lot 6, Marshall and Pahl Addition, a distance of 200 feet to a point which is the SW corner of Lot 28, Marshall and Pahl Addition; thence North along the West line of said Lot 28, Marshall and Pahl Addition, a distance of 37.2 feet to a point; thence West along a line which is the South line of said Lot 6, Marshall and Pahl Addition, a distance of 200 feet to the point of beginning;

and that such property is free and clear of all liens and encumbrances, except

(1) Mortgage conveying Douglas Parcel from L. J. Newman et al to American Fletcher National Bank dated May 21, 1969 and filed for record May 26, 1969 in Mortgage Book 1802 at Page 297 of the Records of Douglas County, Nebraska;

(2) Easements for ingress and egress which will not affect any rights granted under the lease;

(3) The lien of current taxes not yet due and payable;

and is subject to a lease, dated September 1, 1968, (hereinafter called "Overlease") from Owners to Omaha Development, Inc., an Indiana corporation, (to all of the right, title and interest of which Landlord has heretofore succeeded) for a term of 55 years commencing September 1, 1968.

2. That Owners have examined the Lease and are familiar with all of the terms, covenants and conditions thereof, and consent thereto.

3. That in the event of the cancellation, termination, expiration or

Walgreen
W.Center Rd. & 84th St.

surrender of the Overlease for any reason or in any manner whatsoever, Owners will become Landlord under the Lease and will accept Walgreen, its successors or assigns, as the Tenant of Owners for a period equal to the then full unelapsed portion of the term of the Lease upon and subject to all of the same terms, covenants and conditions provided in the Lease.

IN WITNESS WHEREOF, Owners have executed and delivered this instrument under seal, this 4th day of December, 1969.

Witnesses:

L. J. Newman (SEAL)
(L. J. Newman)
Judith Newman (SEAL)
(Judith Newman)

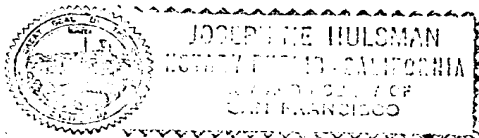
CALIFORNIA
STATE OF ~~NEBRASKA~~)
City and) SS
COUNTY OF San Francisco

Before me, a notary public qualified for said county, personally came L. J. NEWMAN and JUDITH NEWMAN, his wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on the 4th day of December, 1969.

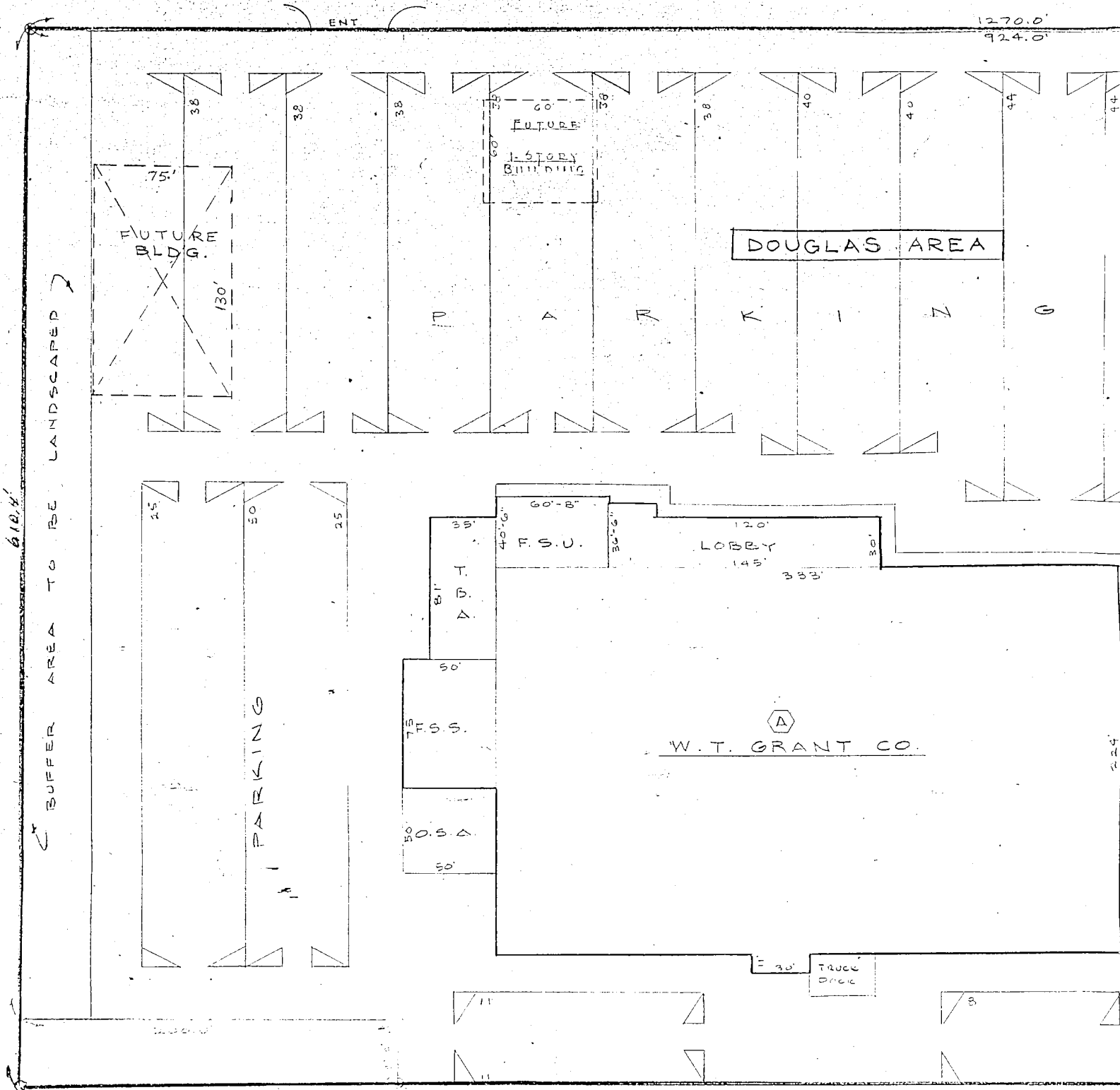
JOSEPHINE HULSMAN

My commission expires My Commission Expires Nov. 4, 1971



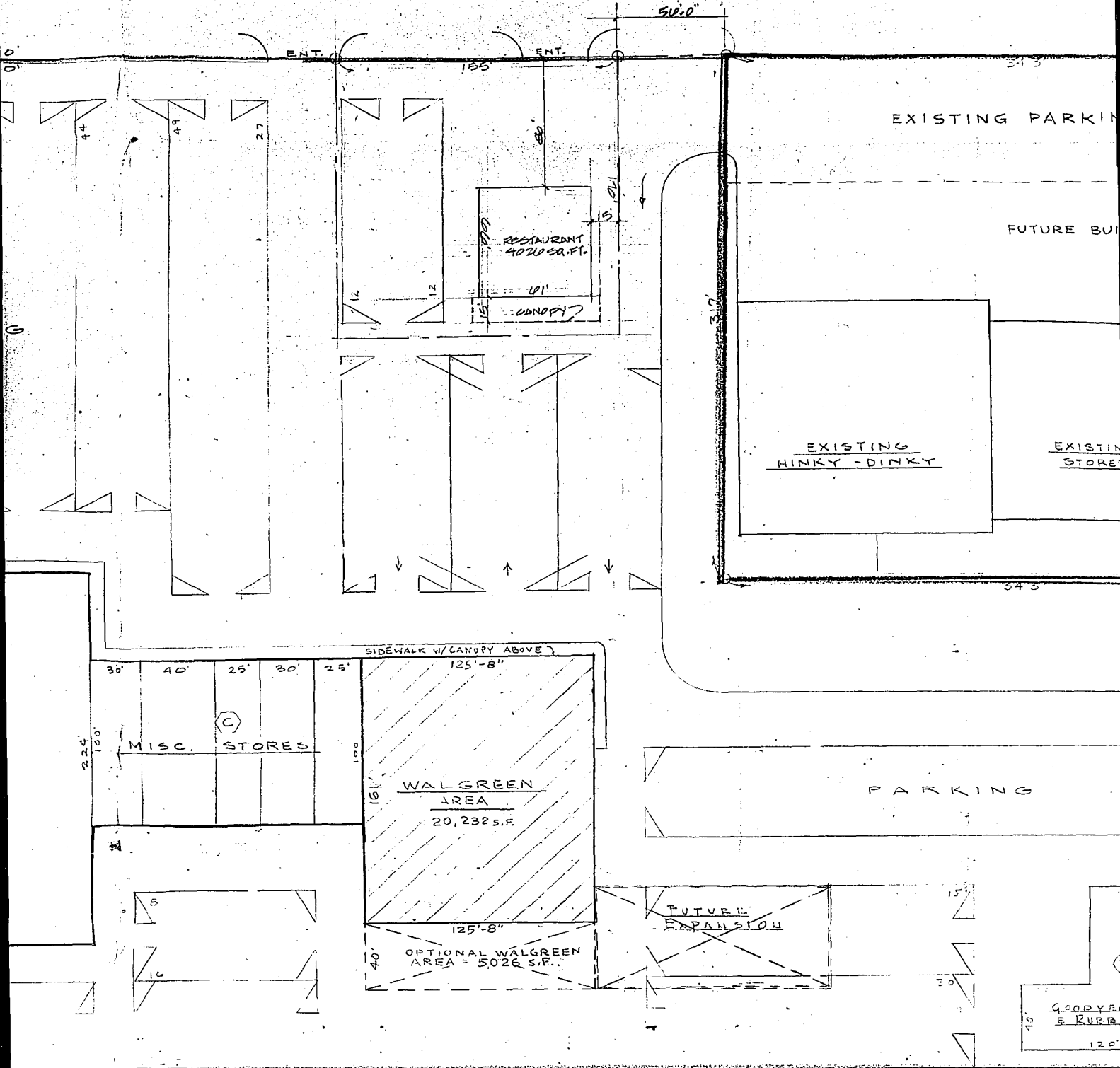
Josephine Hulsman
Notary Public
Josephine Hulsman

E WEST CENTER



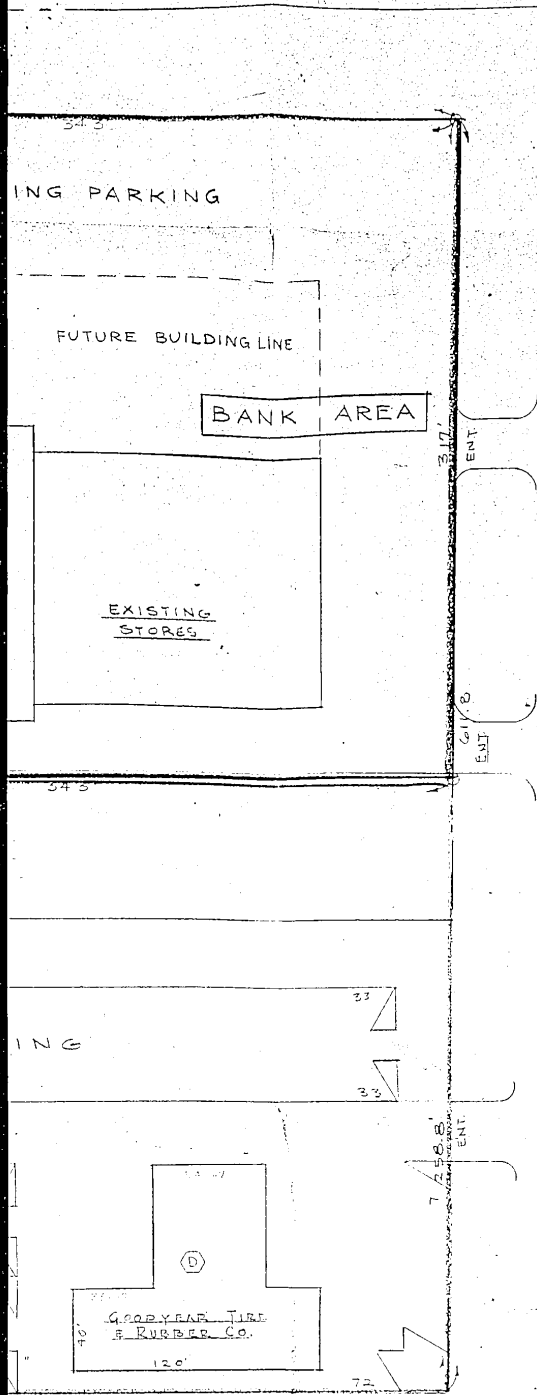
PL

ENTER ROAD



PLOT PLAN
 SCALE 1" = 50'





**PROPOSED
SHOPPING CENTER**

OMAHA, NEBRASKA
W. CENTER RD. & 84TH ST.

6-8-7 CERTIFIED BY	MELVIN SIMON & ASSOC. DEVELOPER 1712 N. MERIDIAN STREET INDIANAPOLIS INDIANA AREA CODE 317-926-6021	
	R. RUBULS & ASSOCIATES, INC. CONSULTING ENGINEER 1716 N. MERIDIAN STREET INDIANAPOLIS INDIANA 46202 AREA CODE 317-926-6022	7/20/68 REVISIONARY 6-10-67 PARCEL LABELS 2-11-67 WLGRN. AREA REVISIONS
	1:50 T.S. C.M. 9-9-68	4